

General Terms and Conditions – Online Ticket Shop (As of 25 April 2018)

ALBERTINA
Albertinaplatz 1
1010 Vienna

UID No.: ATU 1628 7202
Commercial Register number FN 193651g / Commercial Court of Vienna

By ordering from the Online Ticket Shop, customers accept the General Terms and Conditions of the Online Ticket Shop of the ALBERTINA and the General Terms and Conditions of the ALBERTINA Museum.

An order can only be placed after all required fields (those marked with an asterisk) have been filled in. Before submitting an order, customers will receive an overview of the contents of the order, including prices, for modification or confirmation.

1. Prices

The prices in the currently valid ALBERTINA price lists as well as those displayed in the Online Ticket Shop shall apply. The prices stated in the price lists include the respective statutory VAT. In individual cases (in particular in the case of special exhibitions), the ALBERTINA reserves the right to set prices that deviate from the price lists. These prices will be shown during the order transaction and will be printed on the tickets.

Pricing errors are reserved. If the correct price is higher, the customer will be contacted; in this case, a contract will be concluded only if the customer wants to purchase at the actual, correct price. If the correct price is lower, the lower price will be charged.

Reduced tickets can be purchased in the Online Ticket Shop solely by individual interested parties belonging to one of the respective beneficiary groups. There is no legal claim to reduced tickets; the ALBERTINA moreover reserves the right to offer reduced tickets at its own ticket desks for a larger group of beneficiaries. Only one ticket will be issued per interested party. Reduced tickets shall only be valid if accompanied by a photo ID of the beneficiary or if a specific minimum group size is attained. If a ticket is used inappropriately, the differential amount may be levied or the customer may be refused entry to the museum. The purchase price of the ticket in the latter case will not be – even partially – refunded.

2. Payment

Payment may be made by credit card, PayPal or direct money transfer. The order is complete once the customer's payment details have been entered and the "Order with obligation to pay" button has been clicked. At that point, the order is binding and may no longer be cancelled or modified, unless a statutory right of withdrawal applies. The sales contract shall only be concluded if the transaction was executed with a valid credit card and after the payment has been authorised by the relevant credit card company, or after receipt of the full payment in our bank account.

3. Delivery of Tickets

As soon as payment has been received, tickets purchased online will be delivered via email and must be shown upon entry either as printed tickets (print@home) or as mobile tickets on the customer's mobile device.

4. Reservation of Ownership

Until full payment, all tickets shall remain the property of the ALBERTINA.

5. Warranty and Liability

The statutory warranty provisions shall apply.

This website has been created to the best of our knowledge and has been conscientiously tested. Nevertheless, liability cannot be assumed for the flawless functioning of the website, for the remedying of errors and for the freedom of the website and server from viruses or other harmful programs, functions or similar. Claims for damages lodged by the customer on whatsoever legal grounds and in particular for default, inability of performance, positive breach of contractual duty, negligence upon conclusion of the contract, consequential damage due to defects, defects or torts shall be excluded, unless such claims are based on intentional action or gross negligence on the part of the ALBERTINA. This restriction shall not apply to compensation for injury to persons or damage to property handed over for processing or to claims for damages according to the Product Liability Act.

Contents of referenced and linked sites are expressly not a component of the website. Any warranty or liability for contents of referenced sites is herewith expressly excluded. The ALBERTINA expressly distances itself from any unlawful contents of referenced sites and assumes no responsibility for the contents and functions of such websites.

6. Data Protection

Please find all information on data protection in our data protection policy at the website of the ALBERTINA Museum: [\[\[LINK\]\]](#)

7. Ticket Compensation

Lost tickets or tickets that were not used or were only partially used cannot be refunded; this especially holds in the case of "latecomers". The latter include persons arriving just before the museum closes, who cannot be permitted entry due to heavy visitor traffic or congestion in exhibition rooms or in the entire museum, in particular if this leads to certain rooms being closed at short notice. Persons who arrive at least 90 minutes before the museum or respective exhibition closes are guaranteed entry; otherwise, the admission ticket will be refunded.

8. Cancellation of, or Changes to, Exhibitions, Guided Tours or Other Special Events

If an exhibition, guided tour or other special event, whose title appears on the admission ticket or which was advertised in any other manner or where admission tickets were purchased solely to visit this exhibition or event, is substituted by another, postponed or cancelled, the already purchased and unused ALBERTINA admission tickets will not be redeemed. Admission tickets entitle the respective holders to visit all ALBERTINA exhibition rooms that are open at the time of the visit, irrespective of any advertised exhibitions, guided tours or other special events.

Moreover, limited viewing due to temporary closing of exhibitions, guided tours or other special events or of the Habsburg Staterooms for conservation reasons in the case of continuous rain or snow does not constitute a valid reason for redeeming admission tickets. The ALBERTINA expressly reserves the right to close due to weather conditions or events.

In addition, any postponements or cancellations of exhibitions, guided tours or events shall not entitle the purchaser to return purchased tickets. However, postponements of exhibitions, guided tours or other special events in excess of 2 hours shall entitle the holder of such tickets to reimbursement of the tour fee. The customer shall be responsible for obtaining information about any changes on the day of the guided tour or event, e.g. by consulting the media or by phoning the ALBERTINA.

9. Opening Hours

The opening hours of the ALBERTINA can be found on the website <http://www.albertina.at/en/visit/opening-hours/>. No warranty is given for the correctness of the information. The ALBERTINA reserves the right to modify its opening hours. Please enquire in advance by phone whether a visit to the exhibition rooms is possible at the hour of interest to you. No change of the opening hours shall entitle ticket holders to assert claims for compensation.

10. Cancellation Policy

According to Art. 18 para. 1 lit. 10 of the Austrian Act on Off-Premises and Distance Contracts, the customer shall have **no right of rescission** (right of withdrawal) regarding admission tickets for a specific date. Moreover, the customer's right of withdrawal shall lapse if the customer has redeemed the ticket before expiry of the withdrawal period.

11. Right of Withdrawal Concerning Other Tickets

You are entitled, within a period of fourteen days and without giving reasons, to withdraw from this contract for tickets not redeemed before expiry of the rescission period (withdrawal period) and not issued for a specific date. The withdrawal period shall begin fourteen days from the day on which the customer has been sent the admission ticket via email.

To exercise your right of withdrawal, you must inform us about your decision to withdraw from this contract by means of an unequivocal statement (e.g. letter sent by post, fax or email). For this purpose, you may use the standard withdrawal form given below, which, however, is not mandatory.

To observe the withdrawal period, it shall be sufficient for you to send the information regarding your exercise of the right of withdrawal before expiry of the withdrawal period to the following address.

ALBERTINA
Albertinaplatz 1
A - 1010 Vienna
T +43 (0)1 53483-0
F +43 (0)1 53483-199
E ticket@albertina.at

Standard Withdrawal Form

Please fill in this form if you wish to withdraw from the contract:
I hereby give notice of withdrawal from the contract concluded by me.
Ordered on (*)
Name of customer (*)
Email address of customer (*)
Date (*)
Signature of customer (only for communications on paper) (*)

12. Consequences of Withdrawal

If the customer withdraws from the contract concluded, the ALBERTINA shall deactivate the ticket bar code and refund all payments received by the ALBERTINA from the customer promptly and not later than fourteen days from the day on which the ALBERTINA had received the notice of withdrawal from this contract. For this refund, the ALBERTINA shall use the same means of payment that was employed by the customer in the original transaction, unless some other modality was expressly agreed with the customer; in no case shall the customer be charged any fee for this refund.

13. Miscellaneous

The email address indicated by the customer in the order shall be the customer's legally valid address for delivery and declarations of intent until written notice of a different email address is given. The customer shall be obligated to fully and accurately furnish the relevant information requested in the contract. In case of incorrect, incomplete or unclear information furnished, the customer shall be liable for all related costs arising to the ALBERTINA. The customer shall be required, under penalty of liability for damages, to report any changes in his or her name or email address promptly in writing. In case of the customer failing to do so, any written notice sent to the last furnished email address shall be deemed to satisfy the requirements for valid delivery.

The customers are aware that the Internet is not a secure medium of communication and that data sent over the Internet may become known on the one hand and may be modified by third parties on the other hand. The customers shall bear the risk that data will not be received by us, or that data will not be received by us in the form in which it was sent by the customers. We may rely on the assumption that data was sent by the customers in the form in which we have received it.

If an admission ticket is passed on to another person, the preceding ticket purchaser shall be responsible for informing said person that the General Terms and Conditions of the ALBERTINA will apply to all customers. The General Terms and Conditions are an integral part of all agreements and contracts between customers on the one hand and the ALBERTINA on the other hand.

Hawking or selling of admission tickets for ALBERTINA events by private individuals is forbidden inside the buildings of the museum. Customers are subject to the currently valid house rules as soon as they enter the ALBERTINA premises. The valid admission ticket shall be presented to museum service personnel upon request. Violations of the ALBERTINA house rules may lead to the customer being asked to leave the exhibition or guided tour. In this case, the ticket price will not be refunded.

Austrian law shall apply. For entrepreneurs and consumers whose place of residence or usual abode is outside Austria or who are not employed in Austria, the competent court for 1010 Vienna is agreed on as the competent court for all legal disputes arising in connection with this contract, also inasmuch as this may concern its establishment or termination.

We reserve the right to modify or adapt these General Terms and Conditions as necessary, in which case the respective modifications shall only apply to the conclusion of future contracts.

Should any provision of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.

If your place of residence is in the EU, you can access the online platform of the European Commission for online dispute resolution here: <http://ec.europa.eu/consumers/odr>.

In case of questions, please contact:

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