

## House Rules & General Terms and Conditions (GTC) of Künstlerhaus Besitz- und BetriebsGmbH

(As of: 05 August 2020)

**By entering the Künstlerhaus or by purchasing tickets, visitors accept these House Rules and General Terms and Conditions of Künstlerhaus Besitz- und BetriebsGmbH, the museum operator.**

**Visiting the Künstlerhaus entails an obligation to follow these House Rules.**

### 1. House Rules

**Mouth and nose protection:** a facemask must be worn in all areas of the museum.

**Smoking:** Smoking—including the use of electronic cigarettes—is prohibited everywhere in the museum with no exceptions.

**Food:** Eating and drinking are permitted exclusively in the museum cafeteria. Upon prior arrangement in special cases (children's birthdays, tours for nursery and elementary school groups), children may consume snacks that they have brought with them in the agreed-upon area.

**Mobile phones:** The use of mobile phones is prohibited in the exhibition spaces. Operating radio or television equipment is likewise prohibited in the exhibition spaces, as is playing musical instruments. Exceptions to this rule can be made at the sole discretion of the museum's management.

**Wi-Fi:** Use of the free WiFi network is permitted during one's visit.

**Conduct at the museum:** Visitors must maintain an appropriate distance from the artworks and may not touch them under any circumstances. The building's rooms are to be kept clean. Visitors are liable for any damages that may arise from their conduct.

**Children:** Children under the age of 14 will only be admitted to exhibitions and events if accompanied by a legal adult. Parents/guardians and educators are responsible for ensuring the appropriate behavior of—and also assume liability for—the children or school students of whom they have charge. In the interest of avoiding accidents, damage, and disturbances to other museum visitors, the obligation to supervise said children applies for the entire time that they are present in the building. There may be minimum ages for viewing some exhibitions; these will be posted at the ticket desk.

**Baby carriages:** These are permitted everywhere. Diaper-changing tables are available to visitors in restrooms thus marked.

**Bicycles and similar:** Bicycles, scooters, skateboards, and the like are prohibited inside the building.

**Animals:** Bringing animals into the building is prohibited, with the exception of certified assistance dogs. Visitors with such dogs must present corresponding identification upon their arrival. In the interest of ensuring optimal assistance onsite, we request that you notify us prior to your visit.

**Photos, videos:** Taking photographs and recording video footage for private uses not covered by copyright is generally permitted throughout the museum. The use of flashes, tripods, and/or selfie-sticks is prohibited. Special rules may apply to special exhibitions; any such rules that are posted in the exhibition spaces must be observed. Visitors can obtain permission to take photos and record video footage for journalistic, commercial, and/or scholarly purposes from the museum operator. If you are interested in making commercial use of images of exhibited works, please contact ALBERTINA MODERN's Reproduction Department or the management of the Künstlerhaus Vereinigung.

**Drawing:** As a rule, drawing with a pencil and a pad of paper (max. size: A4) is allowed in the exhibition spaces as long as the museum is not too crowded. Not permitted are ink, paint, easels, chairs, the use of erasers or pencil sharpeners, and sitting or lying down on the floor to draw. Those who wish to draw may bring along a folding stool with rubber feet.

**Museum attendants:** Instructions given by the museum attendants must be followed.

**Lost objects:** We request that you bring any items left behind by visitors that you happen to encounter inside the building to a museum attendant or to the ticket desk or cloakroom. Objects thus turned in will be

placed in safekeeping. Valuable objects that have not been picked up after two weeks will be turned over to the municipal lost property office.

**Surveillance cameras:** The museum reserves the right to make video footage taken by its surveillance cameras available for evaluation by public authorities and/or courts in the event of legal proceedings.

**Ejection / Bans on entry:** The museum reserves the right to exclude the following groups of people from visiting the museum:

Individuals who do not follow the House Rules & GTC or fail to comply with related instructions given by the museum attendants;

Individuals whose behavior is an obvious nuisance to other visitors or who otherwise disturb museum operations;

Individuals who are suffering from a notifiable contagious disease;

Individuals who are carrying weapons or other dangerous objects on their person;

Unaccompanied children below the age of 14.

Should an applicable reason only become apparent during an individual's visit to the museum, the visitor shall be obligated to leave the museum immediately upon being told to do so by the head attendant on duty. In such cases, the price paid for admission will not be refunded.

The museum reserves the right to permanently ban visitors should they repeatedly disturb museum operations or violate the House Rules & GTC.

## 2. Admission Tickets

**Purchase:** Admission tickets for exhibitions of ALBERTINA MODERN and the Künstlerhaus Vereinigung are available at the museum operator's ticket desks during the respective opening hours.

**Contractual partners:** Künstlerhaus Besitz- und BetriebsGmbH (Commercial Register no. 450445w, Karlsplatz 5, 1010 Vienna), as the museum operator, is the contractual partner of those who visit ALBERTINA MODERN and the Künstlerhaus Vereinigung.

**No legal entitlement:** The museum makes a consistent effort to provide all interested individuals with the best possible service when purchasing admission tickets. Interested individuals cannot, however, claim any legal entitlement to the purchase or reservation of one or more tickets for exhibitions or other events held by ALBERTINA MODERN.

**Normal prices:** Normal prices correspond to those of the currently valid price lists, which are posted at the ticket desk. These prices contain VAT at the respective legally mandated rates. In certain cases (particularly where special exhibitions are concerned), the museum operator reserves the right to set prices that may deviate from the price lists; these will likewise be posted at the ticket desk as well as printed on the admission tickets.

**Reduced prices:** Reduced-price admission tickets can be purchased only by individuals who are eligible for the offer in question. There exists no legal entitlement to reduced-price admission tickets. The museum operator reserves the right to offer reduced-price admission tickets to additional circles of individuals at its own ticket desks. Only one reduced-price ticket per eligible individual will be issued. Reduced-price admission tickets are invalid in the absence of a photo ID indicating that the holder is eligible or if a group's size ends up being insufficient for the group rate. Should a visitor who is not entitled to reduced-price admission attempt to use a reduced-price ticket, the difference can be collected or the individual can be made to leave the museum. In the latter case, the ticket's purchase price will not be refunded.

**Limitation:** The museum operator reserves the right to sell only a limited number of tickets per interested individual for exhibitions that are especially popular, though it may also deviate from this policy in certain cases at its own discretion.

**Payment:** As a matter of principle, payment for admission tickets purchased at the ticket desks of the museum operator shall be made in cash or using a debit or credit card. The museum operator reserves the right to establish a minimum purchase amount below which credit card payment will not be accepted. The applicable minimum amount is indicated on the price lists posted at the ticket desk.

**Duration of validity:** Museum personnel must always be shown one's valid admission ticket upon their

request. Independent of how they are paid for, admission tickets have the following validity:

- **Normal admission tickets:** As a rule, tickets purchased at the ticket desk of the museum operator are valid only on the day of purchase (which is printed on them).
- **Advance sale tickets:** These are valid up to the date printed on them (“gültig bis DD.MM.YYYY”)

If a ticket expires unused, the visitor is entitled to reimbursement of the price that he or she paid.

Tickets are cancelled when one enters the exhibition area for the first time. Interruptions of one's museum visit (within the same day) are permitted but must be announced to the personnel at the admission point when one leaves the exhibition area.

**Sale by third parties:** Third parties are not permitted to offer for sale and/or sell admission tickets to museum events on the museum premises.

**Return/Exchange/Compensation:** No exchange of paid-for admission tickets, replacement of admission tickets lost in whatever way, or compensation for tours not or only partially taken can be made. This applies in particular to individuals who miss the beginnings of their tours or only arrive shortly before the exhibition areas close and can no longer be admitted due to eventualities such as heavy attendance and/or overcrowding of a particular exhibition or the entire museum, especially in cases where certain exhibition spaces are temporarily closed to new visitors as a result. Individuals who arrive no later than 90 minutes before closure of the museum or of the exhibition in question will be admitted—or, if admission is not possible, their admission tickets will be refunded.

**Limited viewing opportunities:** Admission tickets entitle visitors to enter only those exhibitions and spaces of the museum that are open to visitors. In order to prevent capacities from being exceeded, individual areas, exhibitions, or the entire museum may be temporarily closed to additional visitors. The museum operator reserves the right to close certain areas temporarily should this become necessary (e.g. for organizational or conservational reasons, due to weather conditions, or due to special events). Such limitations do not entitle visitors to refunds for admission tickets that have already been purchased. The museum operator and/or ALBERTINA MODERN or the Künstlerhaus Vereinigung may also make programming-related changes (especially in terms of tours, exhibitions, and lectures) should it become necessary. If times of tours and/or lectures are changed by more than two hours, visitors have the right to demand refunds of the prices that they have paid for said tours and/or lectures. It is the visitor's responsibility to inform him or herself of any such changes on the day of the tour or the event, either via the media or by phoning the museum operator and/or ALBERTINA MODERN or the Künstlerhaus Vereinigung.

### 3. Admission

**Opening Hours:** Opening hours are listed on the website of the museum operator as well as on the websites of ALBERTINA MODERN and the Künstlerhaus Vereinigung. The museum operator reserves the right to change the museum's opening hours. Visitors must inform themselves beforehand via the respective websites or by phone as to whether it will be possible to visit the exhibition spaces at their desired times. No claims for indemnification associated with changes to opening hours may be made.

**Denial of admission:** Should you be experiencing symptoms such as fever, coughing, shortness of breath, or difficulty breathing, we request that you please refrain from visiting the museum.

### 4. Cloakroom

**Obligatory use:** Umbrellas, metal-tipped canes (suitable walking aids are available at the cloakroom), and wet garments, as well as backpacks larger than A4 format and bags and packages larger than A3 format, must be deposited in the cloakroom (for a fee) or in the cloakroom lockers (free of charge). Any small bags that a visitor does take in must be worn in front of the body or hung at their side. The museum operator reserves the right to require visitors to also deposit smaller bags should it be deemed necessary. In special cases (e.g. inclement weather, special exhibitions), the museum operator may declare a general obligation to use the cloakroom facilities for conservational reasons.

**Refusal:** In special cases (such as with dangerous or oversized items, or if capacity has already been reached), the cloakroom may refuse to accept objects for storage.

**Dereliction:** Valuable objects not claimed by their owners within two weeks will be turned over to the municipal lost property office; unclaimed articles of clothing will be properly disposed of after two weeks.

### 5. Exclusion of Liability

**Claims to compensation** for damages by visitors for whatever legal reason—especially in cases of an inability to render services, in cases of objects left, forgotten, or lost on the premises of the museum, and in cases of objects deposited in the free lockers—are excluded insofar as said damages are not due to willful intent or gross negligence on the part of the museum. This exclusion does not affect compensation for damages to individuals or to items entrusted to the cloakroom for safekeeping, nor does it affect compensation for damages that fall under the Product Liability Act.

## 6. Data protection

All relevant information on the topic of data protection can be found in the Data Protection Declaration on the KBBG website.

## 7. Miscellaneous

**Validity:** Should an admission ticket be passed on to another individual, the respective prior purchaser of that ticket is obligated to point out that these House Rules & GTCs apply to every further visitor. These House Rules & GTCs are a component of all contracts between visitors and the museum.

**Applicable law:** Austrian law applies under exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods.

**Place of jurisdiction:** For businesses and consumers whose places of residence or habitual abodes lie outside of Austria and who are also not employed in Austria, the competent court for 1010 Vienna is agreed upon as the competent court for all legal disputes arising in connection with this contract, including disputes concerning its establishment or termination.

**Changes:** The museum operator reserves the right to change and/or adapt these House Rules & GTCs as necessary, in which case the respective changes shall only apply to contracts concluded subsequent to such changes.

**Severability clause:** Should a provision of these House Rules & GTCs be invalid, this shall not affect the validity of the remaining provisions.

**Online resolution of disputes:** Visitors who are EU residents can find the Online Dispute Resolution platform of the European Commission here: <http://ec.europa.eu/consumers/odr>.

**Publication:** The current version of the House Rules & GTCs is available at the ticket desks and in the cloakroom area. It can also be referred to on the websites of the museum operator, ALBERTINA MODERN, and the Künstlerhaus Vereinigung.

**ALBERTINA MODERN** (operator: Künstlerhaus Besitz- und BetriebsGmbH, Karlsplatz 5, 1010 Vienna).  
<https://www.albertina.at/albertina-modern>

**Künstlerhaus Vereinigung** (operator: Künstlerhaus Besitz- und BetriebsGmbH, Karlsplatz 5, 1010 Vienna).  
<https://www.k-haus.at>

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