

General Terms and Conditions & House Rules

(As of 06 March 2024)

These General Terms and Conditions are valid for the museum operations and Online Shop of the

ALBERTINA Museum

Albertinaplatz 1

1010 Vienna

VAT No.: ATU 1628 7202

Commercial register No.: FN 193651g / Commercial Court Of Vienna

(“**ALBERTINA MUSEUM**”)

at all of its locations in Austria (ALBERTINA Museum and ALBERTINA KLOSTERNEUBURG).

Admission tickets for ALBERTINA MODERN are sold in the name and for the account of **Künstlerhaus Besitz- und BetriebsGmbH**, Commercial Register No. 450445 w, Karlsplatz 5, 1010 Vienna.

Memberships in the association “Friends of the Albertina Museum” are granted in the name and for the account of the association **Freunde der Albertina**, Central Register of Associations No. 281076720, Albertinaplatz 1, 1010 Vienna.

By purchasing products and/or admission tickets onsite or ordering products and/or admission tickets via the Online Shop, you accept these General Terms and Conditions.

By entering the premises, you accept these General Terms and Conditions and our House Rules.

I. General Terms and Conditions

1. Admission Tickets and Shop Products

No legal entitlement to purchase or reservation: The ALBERTINA Museum makes a consistent effort to provide all interested parties with the best possible service relating to the purchase of admission tickets and products at the Museum Shop. There exists no legal entitlement, however, to the purchase or reservation of one or more admission tickets for exhibitions or other events held by the ALBERTINA Museum or of products offered by the Museum Shop. For exhibitions that are especially popular, the ALBERTINA Museum reserves the right to sell only a limited number of tickets or exhibition-related products (e.g., catalogs) per interested party; it also reserves the right to deviate from this policy in individual cases.

Purchase: Admission tickets for ALBERTINA Museum exhibitions and events are available at the ticket desks and/or ticket machines of the ALBERTINA Museum at its respective locations during their respective opening hours. Products are available onsite at the Museum Shop, and products as well as admission tickets for ALBERTINA Museum exhibitions and events at its respective locations can be ordered from the Online Shop at all times.

Ordering from the Online Shop: After selecting your admission tickets and/or products and filling out all obligatory fields (which are marked with an asterisk), you submit a purchase request (your “order”). Before placing your order, you will be shown a summary of the items to be ordered including prices; this can then be corrected or confirmed by you. The receipt of your order by the ALBERTINA Museum is subsequently confirmed by an automatically sent e-mail; this does not, however, constitute acceptance of the order. E-mail messages only reach the ALBERTINA Museum during normal business hours (Monday through Friday from 9:00 a.m. to 4:00 p.m., excepting Austrian public holidays). Messages that reach our mail server outside of these hours can be considered received only on the next business day. Acceptance of your offer by the ALBERTINA Museum takes place following conclusion of the ordering process (incl. payment); in the case of products, acceptance consists in their being sent by physical mail within seven business days (Monday through Friday, excepting Austrian public holidays) to the address indicated upon ordering (actual fulfillment) and, in the case of admission tickets, in their being sent via e-mail. The

ALBERTINA Museum reserves the right to accept orders only in part. Should your order be rejected either partly or in full, you will be informed via e-mail. The ALBERTINA Museum also reserves the right to carry out partial deliveries.

You acknowledge that the Internet is not a secure means of communication and that data sent via the Internet can become known to as well as be altered by third parties. You bear the risk of data either failing to reach the ALBERTINA or failing to arrive in the form in which they were sent. The ALBERTINA has the right to assume that the data it receives from you was sent by you in the form in which it has been received.

Prices: The prices of the ALBERTINA Museum and ALBERTINA KLOSTERNEUBURG apply in accordance with the currently valid price lists that are accessible via the online ticket shop and posted at the respective locations' ticket desks and ticket machines. These prices include VAT at the legally mandated rate. In certain cases (special exhibitions and special events), the ALBERTINA Museum reserves the right to set prices that may deviate from the price lists; these are likewise made public via the online ticket shop and posted at the respective locations' ticket desks and ticket machines as well as indicated on the admission tickets and products themselves.

Indications of price are subject to error. If the correct price is higher, the ALBERTINA Museum will contact you before accepting your offer. In this case, a contract shall only be concluded if you indicate your willingness to purchase at the actual price. If the correct price is lower, the lower price shall be charged.

Reduced-price admission tickets: Reduced-price admission tickets may be purchased only by individuals belonging to one of the groups entitled thereto. There exists no legal claim to the purchase of reduced-price admission tickets by any particular group of individuals. The ALBERTINA Museum also reserves the right to offer reduced-price admission tickets to a broader group of qualifying individuals. Per interested individual, only one reduced-price admission ticket shall be issued. Reduced-price admission tickets are only valid upon presentation of a photo ID documenting one's entitlement or if a required minimum group size has been reached. Should you attempt to use a reduced-price admission ticket without being entitled to do so, you may be asked to pay the difference between the reduced-price admission ticket and a regular admission ticket or be asked to leave the premises of the ALBERTINA Museum. In the latter case, the price paid for the admission ticket shall not be refunded.

Payment: Depending on the location, onsite payment is made in cash, with a debit card, or using one of the credit cards or other means of payment indicated at the ticket desks and ticket machines. At ALBERTINA KLOSTERNEUBURG, payment can be made only via a ticket machine using one of the credit cards indicated there.

Payment via the Online Shop is done in Euros using a credit card, PayPal, instant bank transfer, or an advance payment option indicated there. An order is completed by entering one's payment details and pressing the "Purchase" button. With this, the order is binding and can no longer be canceled or modified insofar as no legal right of withdrawal applies. Acceptance of an order by the ALBERTINA Museum only occurs once the ordering process has been completed using a valid credit card and the payment process has been authorized by the respective credit card company or the payment has been confirmed by the selected payment services provider or the amount due has reached the account of the ALBERTINA Museum in its entirety.

The ALBERTINA Museum reserves the right to establish a minimum amount below which credit card payment will not be accepted. The applicable minimum amount is indicated on the price lists posted at the ALBERTINA Museum ticket desks, ticket machines, and Museum Shop and made public via the Online Shop.

Reservation of ownership: Admission tickets and products remain the property of the ALBERTINA Museum until they have been paid for in full.

Validity of admission tickets: Independent of how they are paid for, admission tickets are valid as follows:

- **Regular admission tickets:** Admission tickets purchased at the ticket desks and ticket machines of the ALBERTINA Museum are valid only on the date of purchase printed thereupon (excepting combination tickets with other ALBERTINA Museum locations, which are valid for one visit to each of the locations printed thereupon within a year of the date of purchase printed thereupon).
- **Advance sale tickets:** These are valid up to the date printed thereupon ("gültig bis dd.mm.yyyy").
- **Tickets purchased online:** These are valid for one admission within a year of the date of purchase printed thereupon (excepting special offers, whose validity is visibly indicated on the online ticket).

Online tickets purchased via the Online Shop must be presented by you at the admission point either as

a printed ticket (Print@home) or as a mobile ticket on a mobile device.

Admission tickets are scanned and validated when one enters the exhibition area for the first time. Interruptions of one's museum visit are permitted but must be announced to the personnel at the admission point upon leaving the exhibition area.

Limits to viewing opportunities: Admission tickets entitle their bearers only to enter all of those ALBERTINA Museum exhibitions and spaces that are open at the points in time at which they visit the respective locations. If capacity limits are reached, individual areas, exhibitions, or the entire museum may be temporarily closed to additional visitors. The ALBERTINA Museum reserves the right to temporarily suspend access to certain areas should this become necessary (due to organizational or conservatorial factors, weather conditions, or special events). Such limitations do not entitle visitors to return already-purchased admission tickets for a refund. The ALBERTINA Museum may also change its programming (guided tours, exhibitions, lectures) for substantively justified reasons in ways that are not unreasonable for its visitors.

Cancelation of or changes to exhibitions, guided tours, or other special events: Should a specific guided tour or other special event whose title is printed on an admission ticket and for whose exclusive attendance admission tickets have been purchased be rescheduled or canceled, admission tickets that have been purchased for this tour or event and consequently gone unused will be taken back and refunded by the ALBERTINA Museum.

Limited viewing opportunities due to temporary closure of exhibitions and/or of the Habsburg State Rooms as well as cancellations of tours or other special events for conservatorial reasons (such as during extended periods of rain or snowfall) do not represent grounds for the refunding of admission ticket purchases.

Return/exchange/replacement of admission tickets: No exchange of paid-for admission tickets, replacement of admission tickets lost in whatever way, or compensation for admission tickets or tours that were either not or only partially used or participated in can be made. This applies in particular to individuals who miss the beginnings of their tours or only arrive shortly before the ALBERTINA Museum or ALBERTINA KLOSTERNEUBURG closes and can no longer be admitted due to eventualities such as heavy attendance or overcrowding of a particular exhibition or the entire museum and consequent suspension of access to certain exhibition spaces on short notice.

Resale of admission tickets: Offering for sale and actual sale of admission tickets to exhibitions and events of the ALBERTINA Museum or ALBERTINA KLOSTERNEUBURG on the premises of the ALBERTINA Museum (i.e., within the Palace and on the Terrace in front of the entrance) or of ALBERTINA KLOSTERNEUBURG (i.e., inside the building and in front of the entrance) is prohibited. If an admission ticket is passed on to a second individual, the previous purchaser of said ticket is responsible for pointing out that these General Terms and Conditions of the ALBERTINA Museum also apply to all other visitors. These General Terms and Conditions are a component of all contracts between visitors and the ALBERTINA Museum (and Künstlerhaus Besitz- und BetriebsGmbH for ALBERTINA MODERN admission tickets and Verein Freunde der Albertina for memberships in the association "Friends of the Albertina Museum").

2. Withdrawal from Online Shop Purchases

Online Shop Return Policy: You have the right to rescind a contract concluded in our Online Shop within 14 days without specifying any reasons. This right applies to purchased admission tickets only insofar as these admission tickets have not been used. You have no right of withdrawal (right of rescission) in the case of tickets for a specific time or date. When purchasing products, the 14-day withdrawal period begins on the day on which you or a third party specified by you who is not the deliverer have/has taken possession of the products (or, if several products have been ordered and shipped separately: of the last products to arrive). When purchasing admission tickets, the 14-day withdrawal period begins on the day on which the admission tickets are sent to you via e-mail.

To exercise your right of withdrawal, you must inform the ALBERTINA Museum by way of an explicit declaration (e.g., in a written message sent by physical mail or e-mail) regarding your decision to rescind the contract in question. To this end, you may use the following sample withdrawal form; using this specific form is not required, however.

In order to have taken action within the withdrawal period, it is sufficient to send your notice regarding the exercise of your right of withdrawal prior to the end of the withdrawal period to one of the following addresses:

The ALBERTINA Museum
Albertinaplatz 1
A-1010 Vienna
E onlineshop@albertina.at

Sample withdrawal form for Online Shop purchases: If you wish to withdraw from a purchase, then please fill out this form:

I hereby withdraw from the contract that I have concluded.
Ordered on (*)
Name of the customer (*)
Address of the customer (*)
Date (*)
Signature of the customer (only when sending declaration on paper) (*)

Consequences of withdrawal in the case of Online Shop purchases: If you rescind a contract that has been concluded, the ALBERTINA Museum must refund all payments that it has received from you, including shipping costs (with the exception of additional costs incurred should you have chosen a different mode of shipment than the most inexpensive standard mode of shipment offered by the ALBERTINA Museum), immediately and at the latest within 14 days of the day on which the declaration effecting rescission of this contract was received by the ALBERTINA Museum insofar as no reduction in value has taken place above and beyond mere removal from packaging, initial use to ascertain functionality, and the like. For this refund, the ALBERTINA Museum will make use of the same means of payment that you used for the original transaction unless a different means of payment has been explicitly agreed upon; in no case will you be charged fees for this refund. The ALBERTINA Museum can refuse to refund your payment until it has actually received the products to be returned or until you have proven that you have sent back said products, depending on which point in time is earlier.

You must send back or personally hand over the products immediately and, in any case, within a maximum of 14 days beginning with the day on which you informed the ALBERTINA Museum regarding rescission of the contract to/at the address: ALBERTINA, Albertinaplatz 1, A-1010 Vienna. The withdrawal period shall be considered adhered to if you send the products before the 14-day period has ended.

You bear the immediate costs of the products' return.

In the case of admission tickets, the ALBERTINA Museum will deactivate the admission ticket barcodes immediately upon receiving notification of your withdrawal.

Online dispute resolution for Online Shop purchases: If you are an EU resident, you can access the online platform of the European Commission for online dispute resolution here: <http://ec.europa.eu/consumers/odr>.

3. Admission

Opening Hours: The opening hours of the ALBERTINA Museum and ALBERTINA KLOSTERNEUBURG are indicated on the web page <https://www.albertina.at/en/visit/opening-hours/>. No guarantee is made as to the accuracy of the information provided there. The ALBERTINA Museum reserves the right to change its opening hours. Visitors must inform themselves independently and in advance (on the website of the ALBERTINA Museum or by phone) as to whether it will be possible to visit the exhibition spaces and/or the State Rooms at their desired times. No claims to indemnification associated with changes to opening hours can be made.

Identification: Museum personnel must always be shown one's valid admission ticket upon their request.

Refusal of admission: We request that you refrain from visiting the museum if you are experiencing symptoms such as fever, coughing, shortness of breath, and/or other respiratory difficulties. Visitors presenting with such symptoms can be made to leave the ALBERTINA Museum / ALBERTINA KLOSTERNEUBURG along with any and all children for whom they bear responsibility should the symptoms be clearly evident to museum service personnel.

4. Cloakroom

Obligatory use: Umbrellas, metal-tipped canes (suitable walking aids are available at the cloakroom), backpacks larger than A4 format, bags and packages larger than A3 format, and wet garments 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 hung over their shoulder and at their side or carried in front of their body. The ALBERTINA Museum and ALBERTINA KLOSTERNEUBURG reserve the right to require visitors to deposit smaller bags, as well. During inclement weather and at special exhibitions, the ALBERTINA MUSEUM / ALBERTINA KLOSTERNEUBURG can declare an obligation to deposit all outerwear in the cloakroom (lockers) for conservatorial reasons.

Refusal: In specific cases, such as if dangerous or oversized objects have been brought along, as well as in cases where visitor capacity has been reached, the cloakroom may refuse to accept objects for safekeeping.

Termination of service: Unretrieved objects (excepting garments) will be turned over to the municipal lost property office within 48 hours of their having been turned in. Garments that have not been retrieved within three months of deposit will be donated to charity.

5. Exclusion of Liability

Claims to compensation for damages by visitors and/or purchasers for whatever legal reason—especially in cases of delays, an inability to render services, positive violation of a contractual duty, fault in conclusion of a contract, damage/harm caused by a defective product, or impermissible actions, as well as in cases of objects left behind, forgotten, or lost on the premises of the ALBERTINA Museum / ALBERTINA KLOSTERNEUBURG and in cases of objects deposited in the free lockers—are excluded insofar as said damages are not owed to malice or gross negligence on the part of the ALBERTINA Museum.

The website of the ALBERTINA Museum has been compiled to the best of our knowledge and conscientiously tested. Even so, the ALBERTINA Museum can assume no legal responsibility for the website's flawless functionality, for the correction of errors, or for the absence of viruses and other harmful programs, functions, and similar on the website and server.

The content of sites referred or linked to is explicitly not part of the ALBERTINA Museum website. Any and all guarantees or responsibility pertaining to content on sites referred to by our website are explicitly excluded. The ALBERTINA Museum distances itself explicitly from any illegal content on websites to which its own website refers, and it bears no responsibility for such websites' content or functions.

This exclusion of liability does not affect compensation for damages to individuals or to items deposited in the cloakroom for processing and storage or compensation for damages covered by the Product Liability Act.

6. Privacy Policy

You will find all relevant information on the topic of data protection in the ALBERTINA Museum website's Data Protection Declaration at <https://www.albertina.at/en/data-protection/>.

7. Miscellaneous

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

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

Notifications: Until a different e-mail address or physical address is announced in writing, deliveries and declarations of intent shall be delivered with legal effect to the e-mail address or physical address indicated by you as part of your order. In concluding the contract, you are obligated to fully and correctly provide the relevant data whose entry into the contract is prompted. Should incorrect, incomplete, and/or unclear data have been entered, you bear liability for all costs incurred by the ALBERTINA Museum as a consequence. Should your name and/or physical address change, you are obligated to immediately inform the ALBERTINA Museum in writing to this effect. Should you fail to do so, every written notification sent to the most recently indicated e-mail address and physical address shall be regarded as sufficient to fulfill the requirements of effective delivery.

Changes: The ALBERTINA Museum reserves the right to change and/or adapt its House Rules and

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General Terms and Conditions whenever necessary, in which case the respective changes shall apply only to contracts concluded subsequent to such changes.

II. House Rules

Nose and mouth and protection: The ALBERTINA Museum and ALBERTINA KLOSTERNEUBURG reserve the right to require persons aged 14 and older to wear FFP2 masks everywhere in the museum. In such a case, children aged 6 to 13 must also wear some form of nose and mouth protection. Visitors who are exempt from mask mandates for medical reasons must provide a physician's attestation confirming their exemption.

Children: Children under 14 years of age may only visit the ALBERTINA Museum / ALBERTINA KLOSTERNEUBURG under the supervision of an accompanying adult. Parents and/or legal guardians bear full responsibility for their children and/or for school students whom they are accompanying and must monitor them for their entire visit to the museum in order to avoid accidents and damage as well as to preclude the disturbance of other museum visitors.

Smoking: Smoking—including the use of electronic cigarettes—is prohibited throughout the ALBERTINA Museum / ALBERTINA KLOSTERNEUBURG.

Animals: Animals are not permitted to enter the ALBERTINA Museum / ALBERTINA KLOSTERNEUBURG; an exception to this rule is made for certified assistance dogs. Visitors with assistance dogs must present corresponding identification when they visit. In the interest of facilitating optimal assistance onsite, prior notice is requested.

Food: Eating and drinking are allowed exclusively at the museum's own restaurant/café. Upon prior arrangement in special cases (children's birthdays, tours for nursery and elementary school groups), children may consume packed snacks within the studio.

Maintaining appropriate distance: Visitors must keep their distance from the artworks and are not permitted to touch them under any circumstances. Should such illegal physical contact with an artwork lead to its being damaged, museum attendants have the right to ascertain the name(s) and address(es) of the visitor(s) in question by viewing their photo ID(s). The ALBERTINA Museum explicitly reserves the right to take further legally relevant steps in such cases.

Mobile phones: Speaking on the phone is prohibited in the exhibition areas of the ALBERTINA Museum / ALBERTINA KLOSTERNEUBURG.

Baby carriages: These are allowed throughout the ALBERTINA Museum / ALBERTINA KLOSTERNEUBURG. Baby changing stations are available in the toilet facilities on Levels 1 and -1 of the location at Albertinaplatz 1, 1010 Vienna. At the location ALBERTINA KLOSTERNEUBURG, changing stations are available in the toilet facilities on Level 1.

Photos, videos: The ALBERTINA Museum generally permits taking photographs and video footage for private, non-commercial use. However, please do observe any notices that generally prohibit photography in the case of individual artworks. The ALBERTINA Museum also wishes to point out that the publication of private photographs or footage (especially on the Internet) as well as the use of such photographs or footage outside the private realm or for commercial purposes is not permitted by the ALBERTINA Museum and may infringe upon the rights of third parties (creators, holders of use rights). The use of flashes, tripods, and selfie-sticks is prohibited. Special rules may apply to special exhibitions; any notices to this effect posted in the exhibition spaces must be observed. Visitors can obtain permission to take photos and to record video footage for journalistic, commercial, and/or scholarly purposes from the Albertina Museum's Press Office. Visitors interested in making commercial use of images of the works owned by the ALBERTINA Museum may contact our Reproduction Department. In keeping with the ALBERTINA Museum's child protection concept, we kindly request that you refrain entirely from photographing children who are not your own at all ALBERTINA Museum locations.

Drawing: As a rule, drawing with a pencil on 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, and the use of erasers and/or pencil sharpeners. Visitors are not permitted to sit or lie down on the floor to draw. Folding stools with rubber feet may be used.

Museum attendants: Museum attendants' instructions must be followed.

Surveillance cameras: The ALBERTINA Museum reserves the right to provide the relevant judicial bodies with video footage from its surveillance cameras for examination by public authorities or courts of law.

Entry bans: The ALBERTINA Museum and ALBERTINA KLOSTERNEUBURG reserve the right to refuse museum entry to visitors who fail to adhere to the House Rules & General Terms and Conditions or to

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museum attendants' instructions regarding compliance therewith, to visitors who cause obvious disturbance to other visitors or impede museum operations through their behavior, to visitors suffering from notifiable communicative diseases, to visitors carrying weapons or other dangerous objects on their persons, and to unaccompanied children under the age of 14. Should such a reason only become apparent after a visitor has entered the museum, said visitor shall be obligated to leave the ALBERTINA Museum / ALBERTINA KLOSTERNEUBURG immediately upon being told to do so by the head attendant on duty. In such cases, the admission fee will not be refunded. The ALBERTINA Museum reserves the right to permanently ban visitors should they repeatedly disturb museum operations or violate the House Rules & General Terms and Conditions.

Wi-Fi: Use of the free Wi-Fi at the ALBERTINA Museum / ALBERTINA KLOSTERNEUBURG is permitted during one's visit.