

General Terms and Conditions for Online Ticket Sales As of July 2019

1. Company Information

MAK – Museum of Applied Arts

Public Scientific Institution

Stubenring 5

1010 Vienna

Sales tax ID: ATU 370 65 803

Company Register: FN 200026g, Commercial Court, Vienna

2. Scope of Application

- 2.1. These general terms and conditions are valid for buying admission tickets for exhibitions of the MAK — Museum of Applied Arts and the Geymüllerschloss (hereinafter referred to as “the MAK”). Current exhibitions and opening times may be accessed on the MAK’s homepage (www.MAK.at). The MAK reserves the right to cancel or amend exhibitions. Essential operations such as erecting, dismantling, or modifying exhibitions may make it necessary to partially close exhibitions.
- 2.2. In ordering tickets, customers accept the general terms and conditions. Only these general terms and conditions are valid. Variations in the terms and conditions will not be recognized by the MAK unless the MAK expressly agrees to such variations in writing.
- 2.3. Should individual provisions in these general terms and conditions stand in contradiction to obligatory legal stipulations, this shall in no way invalidate the other provisions in said terms and conditions.
- 2.4. The regulations for visitors in the version currently in effect may be accessed on the MAK’s website (www.MAK.at). In obtaining tickets, the customer accepts said regulations.

3. Conclusion of Contract

- 3.1. The language of the contract is German.
- 3.2. After selecting from the MAK's offerings and correctly inputting all required information, the customer submits an order to purchase the selected offerings. An order may be submitted only when all required fields (marked with an asterisk) have been completed. After acceptance of the order, the MAK sends an e-mail confirmation to the address submitted by the customer.

4. Prices

- 4.1. Current prices of the MAK's offerings may be accessed on the MAK's website (www.MAK.at). All prices are inclusive of statutory sales tax. The MAK reserves the right to adjust its prices.
- 4.2. After acceptance of the contract by the MAK, the customer receives an e-mail with the tickets for the offerings thus purchased (hereinafter referred to as "tickets"), that may be saved and printed. The customer is obligated to print out the ticket pdf and bring it for his/her visit, or else to present the QR code on his/her mobile device at the entrance. The customer is responsible for the legibility of the printed tickets. Illegible tickets, or tickets that contain unverifiable data, will not be accepted. The customer may print only one copy of each ticket. S/he must take all reasonable precautions to preclude the duplication of tickets. Tickets are transferrable before being utilized for the offerings in question. Should tickets be thus transferred, the customer is responsible for ensuring that the transferee is acquainted with the general terms and conditions as these are an integral part of the contract.

5. Discounts

- 5.1. Information required for discounts must be entered correctly into the online form. The customer has no legal entitlement to a discount.
- 5.2. Should a discount be claimed, the customer must present a picture ID at the entrance to prove his/her right to a discount.
- 5.3. Should a discount claimed when concluding the contract be unwarranted, the entry ticket or event booking is rendered invalid. However, the customer is entitled to pay the difference between the reduced and full ticket price; otherwise he/she may be denied entry to, or else asked to leave, the museum. Money already paid will in this case not be returned, either in part or in whole.

6. Payment

- 6.1. Payment is effected using VISA, MasterCard, PayPal, or Giropay. After the order has been submitted, the sale is binding and can no longer be canceled or modified. The customer's credit card details will be checked by the credit card company. Offers are considered paid for only when the customer's details are verified by the credit card company and



payment has been made in full to the MAK. Payment not be verified by the credit card company will be demanded once more

7. Liability

- 7.1. The MAK does not guarantee that ordering offerings via the website is possible at all times. For defects determinable on any legal basis whatsoever (for instance damages resulting from malfunctions, mistakes, or disruptions, as well as consequential damage) the MAK is liable to the customer only insofar as such defects were caused through culpability or gross negligence by the MAK.
- 7.2. Warranty claims guaranteed by law, especially by consumer law, are unaffected by the above.
- 7.3. The customer is required to submit all required data accurately and in full. The customer is liable for any costs arising from the submission of incomplete, inaccurate, or ambiguous data.

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8. Gurantee

- 8.1. The MAK takes responsibility for defects as guaranteed by statutory provisions

9. Data Protection

- 9.1. You will find all necessary information on data protection on the MAK website under www.MAK.at/dataprotectionstatement.

10. Applicable Law and Court of Jurisdiction

- 10.1. The contract concluded is subject to Austrian law under debarment of international reference provisions.
- 10.2. All disagreements resulting from, or in connection with, this contract are to be brought before the local court of law of the 3rd District of Vienna responsible for commercial affairs. This does not apply to cases dealt with under consumer protection law.



II. Special Rules Regarding Entrance Tickets

1. Period of Validity

Tickets are valid for a single visit on the day chosen by the customer.

2. Cancellation/Exchange of Tickets

Tickets that have been paid for can be neither exchanged nor (partly) reimbursed, though they are transferrable to others during the period of their validity.

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Appendix I

Information on Exercising the Right of Cancellation according to the Austrian Distance Selling Act (FAGG)

According to § 18 Sect. 1 Z 10 of the Austrian Distance Selling Act (FAGG), the customer has no right of cancellation or rescission with respect to entrance tickets valid for a specific date.

