

# GENERAL TERMS AND CONDITIONS OF BUSINESS

(Last updated: March 2017)

### 1. Scope of validity

- 1.1. These General Terms and Conditions of Business (hereinafter referred to as "GTCs") of Palais Liechtenstein GmbH (hereinafter referred to as "the Palace") shall apply with regard to all ticket orders placed with the Palace webshop, via e-mail or telephone whereby the version applicable at the time of the respective order shall apply. The webshop is on the Palace website at www.palaisliechtenstein.com
- 1.2. These GTCs are published on the Palace website at <a href="www.palaisliechtenstein.com">www.palaisliechtenstein.com</a> and may be downloaded and/or printed by the customer.
- 1.3. By ordering tickets, the customer accepts the GTCs. The GTCs therefore form an integral part of the contract. These GTCs exclusively shall apply. Any derogating terms shall not be recognized by the Palace and shall therefore not form an integral part of the contract unless the Palace has expressly agreed in writing to such derogations.
- 1.4. The Palace reserves the right to amend the GTCs at any time.

#### 2. Contractual partner and proprietor

#### Palais Liechtenstein GmbH

Fürstengasse 1 1090 Vienna

Tel +43 1 319 57 67-0 office@palaisliechtenstein.com

Managing Director: Erich Urban

Company number: FN 247671v

Commercial Register Court: Vienna Commercial Court

VAT reference: ATU 61252316

#### 3. Entry into force of purchas contract

- 3.1. Orders with the *Palace* Online Shop may be placed only via the internet using the facility provided on the *Palace* website, <a href="www.palaisliechtenstein.com">www.palaisliechtenstein.com</a>, and may be placed only in German or English.
- 3.2. For an order to be placed, the online order form must be completed. For this purpose, all obligatory fields marked "\*" on the order form must be completed truthfully, completely and accurately. The customer shall be liable for any costs arising due to incorrect or incomplete information.

By clicking on the button "REVIEW ORDER DETAILS", the details entered by the customer online are checked for completeness and displayed in overview form

By clicking on the button "BUY NOW", the customer submits a binding offer to conclude a purchase contract.

Prior to clicking on the button "BUY NOW", the customer must accept the *GTCs* by clicking on the button "I ACCEPT THE GTCs".

Following submission of a binding offer, the Palace shall send an e-mail to the customer using



the e-mail address notified by the customer, which shall confirm receipt of the order and set out the order details (order confirmation). The said order confirmation shall not yet constitute acceptance of the customer's offer by the *Palace*, but is intended merely to inform the customer to the effect that the order has been received. The order confirmation shall follow immediately, once the "BUY NOW" button has been clicked.

Further to acceptance of the customer's offer by the *Palace*, the customer shall receive transmission via e-mail of a reservation confirmation plus terms and conditions of business.

- 3.3. The purchase contract with the *Palace* shall not enter into force until the reservation confirmation is transmitted, since such confirmation is deemed acceptance of the offer by the *Palace*. The reservation confirmation also constitutes the entry ticket for the tour or event respectively booked.
- 3.4. When ordering tickets via e-mail or telephone, the customer shall receive a copy of these GTCs for information purposes prior to any contract taking effect. Clause 3.3 shall apply by way of analogy.
- 4. Purchase price, despatch costs, terms and conditions of delivery
- 4.1. Current prices are posted on the *Palace* website, at <u>www.palaisliechtenstein.com</u>. All price indications are in euro and include statutory value added tax.
- 4.2. The *Palace* reserves the right to make price changes. The customer shall be informed of any price changes prior to transmission of the reservation confirmation.
- 4.3. In the event that the *Palace* is not able to accept or process the order, because, for instance, no tickets are any longer available, the customer shall be notified immediately to such effect via email. The customer shall receive a refund of any payments already made.
- 4.4. The reservation confirmation constitutes an entry ticket and must be printed out by way of documentary booking evidence and brought to the tour or event booked. No additional entry tickets will be sent by post. The customer shall be responsible for ensuring that the entry ticket is legible. The *Palace* shall not accept illegible or incomplete entry tickets.
- 4.5. The customer may only print one copy of the entry ticket for each reservation confirmation. Any reproduction of the reservation confirmation/entry ticket is prohibited. The *Palace* reserves the right to assert any damages claims in the event of a breach of this obligation. The entry ticket shall be generally transferable. In the event of transfer, the customer shall ensure that the transferee is aware of the *GTCs*. The entry ticket shall be used only once and then shall no longer be transferable.
- 4.6. Offering for sale and sale of entry tickets shall not be permitted without the prior written consent of the *Palace*.

#### 5. Modes and terms of payment

- 5.1. Payment at the *Palace* webshop shall be made exclusively by credit card (MasterCard or VISA) via the screen accessible on the *Palace* website at <a href="www.palaisliechtenstein.com">www.palaisliechtenstein.com</a>. Data transfer shall be encrypted and in accordance with current security standards. The credit card details given by the customer shall be exclusively passed on to the credit card company. Once the requisite details have been provided and the "*BUY NOW*" button has been clicked, the order shall be binding and can no longer be amended.
- 5.2. Payment for individual group tours booked via e-mail or telephone shall be payed exclusively by bank transfer to the *Palace* 's bank account:

Allgemeine Sparkasse Oberösterreich IBAN: AT78 2032 0321 0021 6542

**BIC: ASPKAT2LXXX** 

The Palace shall send an invoice to the client.



#### 6. Retention of title

Title to the tickets shall remain with the *Palace* until full payment has been made.

#### 7. Liability

The liability provisions set out in these *GTCs* and the statutory warranty provisions shall apply.

#### 8. Cancellation right

- 8.1. Pursuant to Section 18 (1) clause 10 of the Austrian Distance Selling and Off-Premises Transactions Act (*Fern- und Auswärtsgeschäfte-Gesetz*), in principle the customer shall not hold any cancellation right. However, the *Palais* shall offer the following cancellation possibilities:
- 8.2. In the case of individual group tours booked via e-mail or by telephone, the customer shall be entitled to cancel free of charge for a period of 14 days with effect from conclusion of contract, but no later than 10 days prior to commencement of the individual group tour.
- 8.3. In the case of public tours booked via internet using the interface on the *Palais* website, www.palaisliechtenstein.com, the customer shall also be entitled to cancel free of charge for a period of 14 days with effect from conclusion of contract, but no later than 4 days prior to commencement of the public tour.
- 8.4. In respect of other events (e.g. concerts), pursuant to the terms of Section 18 (1) clause 10 of the Austrian Distance Selling and Off-Premises Transactions Act, the customer shall have no right of cancellation.
- 8.5. Cancellation must in any event be notified in writing.

#### 9. Data protection

By clicking on the button "BUY NOW", the customer consents to electronic storage of the data entered by the customer. These customer data shall only be used for processing the transaction in question. Data shall only be passed on to third parties if this shall be required for the purpose of fulfilling contractual duties.

#### 10. Terms of use

In purchasing an entry ticket, the customer agrees to the Terms of Use of the Palace when attending an event or participating in a tour. The Terms of Use may be accessed and printed on the Palace website, at www.palaisliechtenstein.com. The Terms of Use are also displayed in the entrance area of the Palace.

#### 11. Severance clause

In the event that any individual provisions of these GTCs should be invalid or become invalid following conclusion of contract, this shall not affect the validity of the remaining terms hereof. Any invalid provisions shall be replaced by a valid term which comes as close as possible to the intent of the contracting parties upon adoption of the invalid provision.



#### 12. Final provisions

- 12.1. The contractual relations between the Palace and the customer resulting from online orders, and all claims arising therefrom, shall be subject to the law of the Republic of Austria, to the exclusion of the rules of private international law and UN sales law.
- 12.2. With regard to disputes arising in connection with the contractual relations between the Palace and the customer, the court having subject-matter competence and territorial jurisdiction in respect of the registered office of the Palace shall have exclusive jurisdiction.

## 13. Further information & queries

Palais Liechtenstein GmbH Event Management and Visitor Service Department Fürstengasse 1 1090 Vienna Telephone +43 1 319 57 67-0 (Mon-Fri 9.00 am – 5.00 pm) info@palaisliechtenstein.com



# TERMS OF USE

(Last updated: March 2017)

Upon use of and entry upon the properties at the following addresses:

- Fürstengasse 1, 1090 Vienna, including the buildings, garden areas, pathways, exhibition rooms and in particular the Liechtenstein GARDEN PALACE situated thereon, and;
- Bankgasse 9, 1010 Vienna, including the buildings, garden areas, pathways, exhibition rooms and in particular the Liechtenstein CITY PALACE situated thereon (hereinafter referred to as "the Site"),

all visitors accept the following Terms of Use of Palais Liechtenstein GmbH (hereinafter referred to as "the Palace").

- 1. Employees of the Palace shall ensure compliance with these Terms of Use. In the event of violations of these Terms of Use, the Palace shall be entitled to ban visitors from entering and/or using the Site. Visitors must be polite and courteous towards employees of the Palace. Instructions of employees must be immediately complied with.
- 2. Use of the Site is at the visitor's own risk. The Palace shall be permitted to prohibit access to the Site and use of the Site at any time, whereby no indication of reasons shall be required.
- 3. For safety reasons, all access routes, stairways and steps of the Site must be kept free from obstacles.
- 4. The Site may only be accessed via the entrances and exits provided for such purpose. Emergency exits may only be used in an emergency.
- 5. The entire Site in particular the buildings, garden areas, pathways, etc. situated thereon must be used considerately and kept clean. The Palace shall assert compensation claims in respect of any damage to the Site caused by intent or negligence.
- 6. Waste must be disposed of in the containers provided for such purpose on the Site.
- 7. The entire Site is subject to video surveillance.
- 8. Smoking is prohibited on the entire Site.
- 9. Visitors shall only be permitted to enter the Site using a vehicle of any type, or to park such vehicle on the site, subject to the prior written consent of the Palace, whereby the relevant regulations and traffic signs and road markings must be observed. The Palace shall be entitled to have vehicles removed from the Site at the cost of the vehicle keeper where such vehicles have been driven or parked in contravention of these terms.
- 10. Sporting activities for instance skateboarding, in-line skating, cycling are prohibited on the Site; however, access to the children's playground near the GARDEN PALACE using a child's bicycle shall be excluded. The parking of bicycles (both adult and child) on the Site is prohibited.
- 11. Animals may not be taken onto the Site, with the exception of assistance dogs following prior referral to the Palace administration.
- 12. Outerwear (coats, jackets, hats, etc.), umbrellas, walking sticks, backpacks/daypacks, bags and other articles of daily use larger than 21 x 30 cm must, without exception, be handed in to the cloakroom prior to entering the building on the Site. The Palace assumes no liability for deposited items.
- 13. Food and drink may not be brought onto the site, and eating and drinking on the site is prohibited except in designated event rooms in the context of a corresponding event.
- 14. Personal electrical and electronic devices for instance television sets and radios may only be used with the consent of the Palace, which consent may be revoked at any time. The volume thereof must be kept low, such that no noise nuisance is caused to other visitors or neighbouring properties.



- 15. The playing of live music and amplification using technical equipment is prohibited on the Site without the prior written consent of the Palace.
- 16. Photography, filming and video recording, etc. are prohibited on the Site for reasons of copyright, unless the prior written consent of the Palace or "LIECHTENSTEIN. The Princely Collections, Vaduz-Vienna" has been obtained. Visitors must carry with them and present the relevant permit.
- 17. All noise must be avoided out of consideration for neighbouring properties and other visitors.
- 18. The Fire Safety Rules governing the Site may be accessed on the website www.palaisliechtenstein.com and are also displayed in the Site entrance area; these shall form an integral part of these Terms of Use. The provisions of the Fire Safety Rules must be observed without exception.
- 19. The use of naked flames for instance candles is prohibited. The Palace may grant exemptions to this rule.
- 20. The exhibition areas on the Site may only be visited further to prior registration and acquisition of a valid entry ticket.
- 21. Drawings may be made in the exhibition galleries, although these may only be made using pencil (not ink or paint), and only using a drawing pad not larger than A4 size. Easels or chairs may not be used, and visitors may not sit on the floor to draw.
- 22. Third-party and private tours shall only be permitted with the prior written consent of the Palace.
- 23. The distribution and display of information material shall only be permitted with the consent of the Palace.
- 24. Begging, hawking and the sale of goods of any kind on the Site is prohibited.
- 25. Persons accompanying children shall be under a duty to supervise them at all times.
- 26. In the event of storm or bad weather, it is dangerous to stand under the trees on the Site; this is therefore prohibited.
- 27. In the event of ice and snow, only the cleared and treated paths on the Site may be used. During the hours of darkness, only the properly illuminated paths of the Site may be used.
- 28. Walking on the grassed areas of the Site is prohibited.
- 29. Entry onto the Site outside the opening times shown on the website www.palaisliechtenstein.com shall only be permitted subject to prior written approval from the Palace administration.

Erich Urban Managing Director