

TERMS AND CONDITIONS

Online Ticket Shop

Version as of 24.09.2025

§ 1 Corporate Information

Natural History Museum Vienna
Scientific institution under public law
Burgring 7, 1010 Vienna, Austria
UID Nr: ATU38020609
Firmenbuchnr: 236724z

§ 2 Scope of application

- 1) These Terms and Conditions apply to all ticket purchases concluded via the online ticketing system of the NHM as amended at the time of the order.
- 2) By purchasing a ticket or a voucher with the enclosure of these Terms and Conditions as well as the NHM visitor rules, they all become an inherent part of the contract. Deviating terms and conditions will not be recognised by the NHM unless the NHM expressly agrees to the deviation in writing.

The staff of the NHM must be obeyed at all times, instructions must be followed and the staff must be treated with politeness and respect.

§ 3 Conclusion of the purchase contract

- 1) By clicking the "Pay now" button, the user makes an offer to conclude an online ticket contract with the NHM.
- 2) This offer can be accepted by the NHM by sending a confirmation email. The ticket is handed over digitally to the buyer upon receipt of the confirmation email.
- 3) The buyer bears the risk for incorrect and incomplete information, a non-functional e-mail access as well as for an incorrect printout of the online ticket.

§ 4 Price and payment options (incl. discounts)

- 1) All prices listed are Euro prices incl. VAT. Prices are subject to change. Printing errors are reserved. Each ticket up to 400 euros is an invoice within the meaning of the Austrian Tax Act (UStG).
- 2) The entitlement to reduced prices is conditional upon the correct indication of the relevant reduction in the online form during the purchase process. In addition, the person making the purchase must prove his/her valid eligibility for the discount by presenting physical photo ID at the entrance before using the service.

- 3) There is no legal entitlement to receive a discount.
- 4) If the discount was claimed without entitlement, the ticket becomes invalid without replacement.
- 5) The ordered online tickets are paid using the payment methods offered by the payment provider. No other payment methods will be accepted.
- 6) If a payment is charged back before the start of the tour, the online ticket will become invalid.

§ 5 Right of revocation

1) General right of withdrawal (Tickets without a specific date or time period as well as vouchers)

The buyer, provided that he or she is a consumer as defined by § 1 (1) (2) of the Austrian Consumer Protection Act (KSchG) and no exception under § 18 FAGG applies, has the right to withdraw from this contract within fourteen days without stating reasons in accordance with § 11 FAGG. In order to exercise the right of withdrawal, the Natural History Museum Vienna must receive a clear declaration of withdrawal from the sales contract to one of the following contact options.

Natural History Museum Vienna
Burgring 7, 1010 Vienna

E-Mail: ticketing@nhm.at

Phone: 01 521 77 – 276; 01 521 77 – 673

The sample withdrawal form supplemented at the end of these Terms and Conditions may be used to exercise the right of revocation, but is not mandatory. To comply with the revocation deadline, it is sufficient that you send the notification regarding the execution of the right of revocation before the expiry of the revocation deadline. Cancellation after the use of the ticket is not possible. With the use of the ticket and the accompanying complete fulfilment of the contract before the expiry of the right of revocation, the purchasing person loses his or her right of revocation.

2) Effects of the revocation

If the purchase contract is revoked, NHM will refund all payments it has received. The repayment will be made within fourteen days at the latest from the day on which the notification of your revocation was received. The same means of payment used in the original transaction will be used for this repayment unless a different payment method is expressly and mutually agreed to. No fees will be charged for the repayment.

- 3) If a ticket has already been used during the revocation period, an appropriate amount shall be paid in the event of revocation, corresponding to the proportion of the services already provided up to the time NHM was informed of the exercise of the right of revocation. In the case of a day ticket, this represents the full purchasing price.

4) Exceptions to the right of withdrawal (f. ex. annual passes and other tickets linked to specific dates or periods)

The purchase of annual passes and other date- and period-specific tickets concluded via the online ticketing system of the NHM are leisure services which are provided at a specific time or within a precisely specified period within the meaning of § 18 para. 1 no. 10 FAGG.

Therefore, there is no right of cancellation for these tickets within the meaning of § 11 FAGG.

§ 6 Ticket conditions

1) General conditions

The online ticket must be presented at the entrance when using the facilities associated with the ticket. For personalised tickets or annual passes, physical photo ID must also be presented at the entrance to confirm eligibility. The NHM will validate the ticket in accordance with the technical conditions. Invalid or cancelled tickets as well as vouchers do not entitle the holder to use any services. Online day tickets and vouchers can be transferred to another person. If lost, there is no entitlement to a replacement.

The printing of the online ticket or voucher is done by the buyer and at the sole responsibility of the buyer. As it is possible to print the ticket or voucher multiple times, the buyer must ensure that the tickets or vouchers are not made accessible to third parties and are stored carefully.

For borrowing an audio guide, an ID or a cash deposit of EUR 50,-- is required as security. Otherwise borrowing is not possible. Upon proper return of the audio guide, the ID or cash deposit will be returned immediately.

2) Day Ticket

The purchased online ticket is valid for one-time admission on the date specified on the ticket. Online day tickets for the Narrenturm location entitle the holder to one admission within one year of the date of purchase. If the ticket is not used within this period, it expires and there is no entitlement to a refund of the purchase price.

3) Annual Pass

The purchase of an online Annual Pass entitles the person named on the ticket to multiple admission to the Natural History Museum Vienna and the Narrenturm location within the specified one-year validity period. The Annual Pass is only valid in conjunction with physical photo ID.

4) Vouchers

The voucher is valid for 5 years from the date of issue and can be redeemed for admission and guided tour tickets via the online ticket system or at the ticket offices on site, but not for products from the museum shop or café. Cash redemption is not possible. Any remaining credit can still be redeemed. The NHM can make payment to the person redeeming the voucher with liberating effect, unless the company has knowledge or grossly negligent ignorance of the possible non-entitlement, legal incapacity or lack of representation authority of the respective holder. Credit balances do not bear interest. It is not possible to redeem the voucher retrospectively after the ordering process in the online ticket system or at the NHM's ticket offices on site.

5) Other tickets

The tickets are only valid for the event date specified on the ticket.

Admission to the event booked with the ticket is only possible in combination with a valid ticket entitling the holder to visit the Museum, unless a specific event deviates from this.

A change of date is no longer possible after conclusion of the contract. It is not possible to redeem the ticket on another date or time.

§ 7 Special event conditions:

1) Deck 50

Please note that a ticket for an event on Deck 50 does not entitle you to enter the NHM. The event can therefore only be attended in combination with a valid admission ticket for the museum.

A change of date is no longer possible after conclusion of the contract. It is not possible to redeem the ticket on another date or time.

The NHM reserves the right to make changes to the programme of the individual events. In individual cases, the NHM reserves the right to cancel the event entirely and refund the purchase price.

Taking photographs, filming or creating other media during the event is only permitted for private purposes. Images showing NHM staff or other participants are only permitted with their consent.

The staff of the NHM must be obeyed at all times, instructions must be followed and the staff must be treated with respect and courtesy.

The NHM reserves the right to exclude persons from participation who do not meet the communicated age restriction, pose a danger to themselves or other persons or repeatedly violate other rules of conduct. There will be no refund of the ticket price.

2) Overnight events

After conclusion of the contract, rescheduling is only possible in accordance with the cancellation regulations and the available places on the desired new date.

The NHM reserves the right to make changes to the programme of overnight events. In individual cases, the NHM reserves the right to cancel the event entirely and refund the purchase price.

Taking photographs, filming or creating other media during the event is only permitted for private purposes. Images showing NHM staff or other participants are only permitted with their consent.

The staff of the NHM must be obeyed at all times, instructions must be followed and the staff must be treated with respect and courtesy.

The participants or, if applicable, their supervisors are responsible for taking valuables with them to overnight stays at their own risk. The NHM is not liable for the loss or damage of these items.

The NHM reserves the right to exclude persons from participation who do not comply with the communicated age restriction, if applicable, or who pose a danger to themselves or other persons, or who repeatedly violate other rules of conduct. There will be no refund of the ticket price. This also applies to groups that do not have the communicated and required number of accompanying persons.

§ 8 Warranty and liability

- 1) The NHM reserves the right to restrict access to the exhibition rooms or individual halls, in particular in cases of construction work, excessive crowds, extraordinary circumstances, unforeseeable events or official orders.

- 2) The access restriction to the museum for tickets without a fixed date is not a defect of the purchased ticket and does not give rise to a claim for refund of the purchasing price. However, the ticket holders concerned have the option of visiting the museum at a later date when the access restrictions have been lifted, provided that the ticket has not lost its validity despite the relevant access restrictions.
- 3) The NHM is not liable for damages incurred by the buyer due to unauthorised duplication as well as the misuse of online tickets or vouchers by third parties.
- 4) The NHM shall only be liable for typical damages caused by negligence on the part of the NHM or persons commissioned by the NHM towards consumers as defined by § 1 para. 1 no. 2 of the Austrian Consumer Protection Act (KSchG) and only up to the amount of the ticket price. In addition and in relation to businesses, the NHM shall only be liable for damage caused intentionally or by gross negligence and typical of the contract. Liability for consequential damages is excluded. This limitation of liability does not apply to injury to life, body and health.
- 5) The buyer shall be liable for damages to the inventory or the objects, as well as to other persons, irrespective of fault, in particular but not exclusively in the event of non-compliance with the instructions of the NHM staff.

§ 9 Force majeure

- 1) The occurrence of unforeseeable circumstances or circumstances independent of the will of the parties, in particular all cases of force majeure, shall entitle NHM to restrict, postpone or cancel the services offered in accordance with the extent and duration of these circumstances and their consequences.
- 2) Should a circumstance of force majeure last for more than three months, this shall be deemed an extraordinary reason for cancellation, whereby a maximum of the respective equivalent value of the service not yet provided can be retained or reclaimed. Any further compensation for damages is excluded.
- 3) An event of force majeure within the meaning of this provision shall be deemed to include in particular earthquakes, fire, floods, riots, pandemic, government regulations, decisions or any other event of a similar or dissimilar nature which qualifies as an unforeseeable circumstance or a circumstance independent of the will of the parties.

§ 10 Copyright

- 1) The NHM reserves all rights, in particular copyright, trademark protection and other intellectual property rights, to all retrievable content, in particular texts, graphics, photos, logos, trademarks, designs, illustrations, tables, layout, software and their content.
- 2) Further distribution of the content is only permitted upon request and after express permission by the rights holder NHM. The unauthorised use of protected content may result in civil and criminal consequences.

§ 11 Data protection

- 1) Personal data is processed during the purchase process. This concerns: the IP address, name, address and e-mail of the buyer. In addition, the following data will be stored by us for the purpose of processing the contract: Payment method, payment status, purchase date, purchased goods. The data provided by you are necessary for the fulfilment of the

contract or for the implementation of pre-contractual measures and are processed accordingly in accordance with Art 6 para 1 lit b GDPR.

- 2) Further information on the payment process, namely name and credit card number or name and bank details, depending on the selected payment method, will be processed by our payment service provider and transmitted to the relevant payment institution for the purpose of debiting the purchase price. This data is not processed by the NHM.
- 3) Data will only be passed on to third parties if this is necessary for the fulfilment of the contract.
- 4) After the purchase process has been cancelled, the data stored by us will be deleted immediately. In the event of a contract being concluded, all data from the contractual relationship will be stored until the contract is fulfilled and beyond that until the statutory retention period expires.
- 5) All information of the Natural History Museum Vienna on data protection, in particular on the rights of data subjects, is available online at <https://www.nhm-wien.ac.at/datenschutz/>.

§ 12 Salvatory clause

- 1) Should any provisions of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. In the event of the invalidity of a provision, the parties shall replace the invalid provision with a provision that comes as close as possible to the invalid provision in terms of its economic content.

§ 13 Jurisdiction and applicable law

- 1) All legal questions arising out of or in connection with this contract, including the question of its valid conclusion and its pre- and post-effects, shall be governed by Austrian law to the exclusion of its conflict of law provisions.
- 2) The parties agree that all disputes arising out of or in connection with this contract, including the question of its valid conclusion and its pre- and post-effects, shall be subject to the exclusive jurisdiction of the competent court for 1010 Vienna. Excluded from this are consumers within the meaning of § 1 para. 1 no. 2 of the Austrian Consumer Protection Act (KSchG).

Appendix: Sample cancellation form

(If you wish to revoke the contract, please fill in this form and send it to:)

Natural History Museum Vienna
z.H. Department Marketing & Sales
Burgring 7
A - 1010 Vienna

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*) the provision of the following services (*)

Ordered on (*)/received on (*): _____

Name of the consumer(s): _____

Address of the consumer(s): _____

Signature of the consumer(s)

Date

(Only for communication in writing)

(*) Delete as applicable