# General Terms and Conditions for the Purchase of Admission Tickets, Annual Tickets, Vouchers, Event Tickets and Educational/Informative Offers 

The following terms and conditions of business and payment apply to the purchase of admission tickets for museums and exhibitions, annual passes, vouchers, event tickets, tickets for participation in public guided tours and other educational or informative offers, and to binding orders for group tours (from now on: "the products") of the Staatliche Museen zu Berlin - Preußischer Kulturbesitz (National Museums in Berlin - Prussian Cultural Heritage) online, via the telephone infoline and at the museum ticket offices. Separate regulations apply to the sale of the Museum Pass Berlin (see below), publications, merchandise products, and replicas of the plaster moulds. The regulations for use of the Staatliche Museen zu Berlin - Preußischer Kulturbesitz also apply to visits to the exhibitions.

## 1. Conclusion of contract/event data

## General

The contractual relationship for purchasing products is established between the Foundation of Prussian Cultural Heritage (from now on, Staatliche Museen zu Berlin - Preußischer Kulturbesitz) and the customer. Products are only sold to end customers and authorized resellers. In the case of unauthorized resale in their name and on their account to other customers, the National Museums in Berlin reserve a right of withdrawal for 30 days after the conclusion of the contract.

Online purchase and purchase via the Infoline
By clicking on the field "book with costs" on the website of the National Museums in Berlin - Prussian Cultural Heritage, the customer submits an offer to the Staatliche Museen zu Berlin - Preußischer Kulturbesitz to conclude a contract. In the case of a purchase via the Infoline, the request is made by telephone inquiry. The acceptance of this offer takes place with the sending of the confirmation by email, to which the respective product is attached for printing. The booking is thus binding, and a cancellation is only possible through the following conditions.

## 2. Prices and payment

The prices offered for the products are VAT-exempt according to section 4 no. 20 a) of the German Turnover Tax Act (GTTA). Different fees may apply to customers of cooperation partners. The customer makes payment in advance for online purchases and purchases via Infoline. If desired, a subsequent payment on account can be made for a fee when purchasing via the Infoline. Payment by collective invoice is possible only after appropriate agreement.

## 3. Shipment

The shipment of the products ordered online or via the Infoline, including the confirmation of the purchase and the invoice, will be sent by e-mail to the address provided by the customer. The
products are to be printed out by the customer and presented in the museum or in digital form on the display of a smartphone or tablet. Admission will only be granted upon presentation with a complete and legible barcode or QR code. If the order is placed via the Infoline, the Staatliche Museen zu Berlin - Preußischer Kulturbesitz may exceptionally print it out and send it by post. In this case, the risk of accidental loss is transferred to the customer upon handover to the shipping company. There will be no replacement. The customer bears the postage costs. In the case of digital purchases, the customer also bears the shipping risk and is responsible for providing a valid e-mail address to which the ticket can be sent.

## 4. Special rules for individual product groups

a) Guided group tours

For all guided tours, there is a limit of participants per booked date, which is explicitly stated for each offer. Group tours are conducted by a guide on behalf of the Staatliche Museen zu Berlin Preußischer Kulturbesitz after positive booking confirmation. The selection of the guide is the responsibility of the Staatliche Museen zu Berlin - Preußischer Kulturbesitz. The specified registration deadlines and guide modalities apply.

## b) Discounted and free products

The discounted and free admission and event tickets are only valid with the corresponding proof. The requirements for a reduction can be found in the regulations for using the Staatliche Museen zu Berlin - Preußischer Kulturbesitz.

## c) Annual tickets

The Annual Pass BASIC entitles the holder to visit all permanent exhibitions of the Staatliche Museen zu Berlin - Preußischer Kulturbesitz during opening hours when there are few visitors, except for Pergamonmuseum. Das Panorama. Specifically, the BASIC Annual Pass allows Admission to the museums as follows: Tue - Fri, 4-6 p.m., Thu in some museums until 8 p.m., Sat and Sun as well as on public holidays 11 a.m. - 1 p.m. Admission to the Museum Europäischer Kulturen is possible Tue Fri, 3-5 p.m. and to Schloss Köpenick from October to March Thu and Fri, 3-5 p.m. Shifts in the time corridors are possible to a limited extent and will be publicly announced in good time. The stay in the museum is not limited in time.

The CLASSIC annual ticket, which can also be purchased at a reduced rate if eligible, is valid for visits to all permanent exhibitions, except for Pergamonmuseum. Das Panorama, during the opening hours.

The Annual Pass CLASSIC PLUS, which can also be purchased at a reduced rate, is valid for all permanent and special exhibitions of the Staatliche Museen zu Berlin - Preußischer Kulturbesitz during all opening hours without additional payment. Subject to sufficient capacity, the CLASSIC PLUS Annual Pass also entitles the holder to priority admission.

The annual passes have a term of twelve months from the selected start date. They are personal and non-transferable. They are only valid in conjunction with a photo ID. If applicable, free time slot tickets must be purchased before visiting with an Annual Pass. If an annual pass is lost, a replacement pass can be issued for a fee; the previous access will be cancelled.

For structural or organizational reasons, individual institutions or individual departments of the Staatliche Museen zu Berlin - Preußischer Kulturbesitz may be closed. In these cases, claims for damages or cancellation of annual passes are excluded. Even if a ban is issued, there is no entitlement to a refund of the purchase price paid.
d) Vouchers

Vouchers issued by the Staatliche Museen zu Berlin - Preußischer Kulturbesitz can be redeemed at the museum ticket offices and in the online ticket store. They are valid for three years; the period begins at the end of the year the respective voucher was purchased. A payout of the credit is not possible. Partial redemption of the coupons is possible. In the event of loss of a voucher, no replacement can be provided.

## 5. Cancellation / Withdrawal

Cancellation or return of the products is generally excluded. Only vouchers purchased online or by telephone are subject to the statutory 14-day right of cancellation. Details can be found in the Staatliche Museen zu Berlin - Preußischer Kulturbesitz Instructions on withdrawal.

Booked group tours can be cancelled free of charge up to five working days before the date. To do so, the cancellation must be received by the end of this period either by letter to the Staatliche Museen zu Berlin - Preußischer Kulturbesitz, Besucherdienste, Genthiner Str.38, 10785 Berlin or by e-mail to service@smb.museum The customer is responsible for the cancellation. The customer is responsible for providing proof of timely receipt. In case of cancellation after the deadline above or in case of nonappearance of the group at the agreed date, the full invoice amount will be due. Cancellation of individual services of the offer is not possible; in the event of a reduction in the number of participants, the agreed remuneration will be due in full.

## 6. Liability and refund of the entrance fee

The Staatliche Museen zu Berlin - Preußischer Kulturbesitz are liable without limitation for intent and gross negligence. For simple negligence, they are liable - except in the case of injury to life, body or health - only if essential contractual obligations are violated. The liability is limited to the contracttypical and predictable damage. This limitation of liability shall not apply to strict liability prescribed by law. In all other respects, the Staatliche Museen zu Berlin - Preußischer Kulturbesitz shall be liable following the statutory provisions.

Suppose individual departments or facilities of the Staatliche Museen zu Berlin - Preußischer Kulturbesitz are closed for structural or organizational reasons. In that case, holders of corresponding admission tickets or tickets for events or guided tours will be offered a replacement of equal value, or the purchase price will be refunded. The closure of individual parts of an exhibition or the inaccessibility of unique exhibits does not justify any warranty rights.

The Staatliche Museen zu Berlin - Preußischer Kulturbesitz accepts no liability for the cancellation of an event due to force majeure or other circumstances beyond its control.

A postponement of the dates for public events or group tours by up to 30 minutes compared to the offer does not entitle you to a reduction of the agreed price.

## 7. Data Privacy

In order to process the contractual relationship for purchases via the online store and the Infoline, the name and address as well as the e-mail address and telephone number of the customer will be stored
and used for the duration of the contractual relationship in accordance with the provisions of the EU General Data Protection Regulation of 25 May 2018. The employees of the Staatliche Museen zu Berlin - Preußischer Kulturbesitz involved in processing the contractual relationship and those of the service provider commissioned for this purpose, who are specifically obliged to handle this data with care, have access to this data exclusively to process the contract. Customers shall inform the Staatliche Museen zu Berlin - Preußischer Kulturbesitz immediately of any changes to this data.

With the customer's express consent, name, address, telephone number, and e-mail address can also be included in a general address file of the Staatliche Museen zu Berlin - Preußischer Kulturbesitz, which is used for visitor support and information.

Further information on data protection at the Staatliche Museen zu Berlin - Preußischer Kulturbesitz can be found at https://www.smb.museum/datenschutz.

## 8. Final provisions

The Staatliche Museen zu Berlin - Preußischer Kulturbesitz reserve the right to change these conditions at any time without giving reasons. Such changes do not apply to products already purchased. The law of the Federal Republic of Germany shall apply exclusively. The only place of performance for delivery, service and payment is Berlin. Berlin is the exclusive place of jurisdiction for disputes with merchants, legal entities under public law and special funds under public law, and persons who have their domicile or habitual residence abroad.

Status: 10/08/2023

## Terms of use Museum Pass Berlin

## 1. Introduction

The museum pass entitles you to enter the permanent exhibitions of all participating museums once a day. Special exhibitions are usually not included in the museum pass. If a museum does not have a permanent exhibition or if a museum has free admission to the permanent exhibition, the museum pass is valid for at least one special exhibition.

The museum pass is valid for three consecutive calendar days, the analogue museum pass from the entry of the first day of visit, the digital museum pass from the booked first day of visit. The museum pass is not transferable. The analogue museum pass has the name of the guest entered on it. Visitors with a museum pass must identify themselves at the entrance upon request.
3. The discounts of the participating museums apply. The discounted museum pass is only valid in connection with the corresponding documents. These must be carried when visiting the museums and must be presented on request. Please pay attention to the rules for free admission to the individual museums, as many houses offer free admission under the age of 18 (discount and free admission at Staatliche Museen zu Berlin (Berlin state museums) (smb.museum)).

## 2. Contract conclusion

The contract for the purchase of a museum pass is only concluded between the user and the publisher, the Staatliche Museen zu Berlin - Preußischer Kulturbesitz (Prussian Cultural Heritage). Other participating partner institutions offer the museum pass on behalf of and for the account of the Staatliche Museen zu Berlin - Preußischer Kulturbesitz.

## 3. User obligations to cooperate

1.Users of the museum pass must inform themselves in advance about the opening hours and closing days of the participating museums. Users must also inform themselves in advance about the modalities of the museum visit, in particular whether it is necessary to book a time slot ticket at the respective museum. The free time slot tickets are available at the respective museums at the ticket counters or via the website. Free time slot tickets for the Staatliche Museen zu Berlin can also be booked at the tourist information.
2. After acquiring the analogue museum pass, users must fill out the back with their first and last names as well as the date of first use. When purchasing the online ticket, the guest chooses the first day of use during the purchase process. The MuseumsPass Berlin online ticket / print-at-home ticket must be available in printed form or presented on a mobile device in each museum.
3. When visiting a museum, the respective regulations for recording visitors with a museum pass must be followed. For example, presenting the scan code of the museum pass at the entrance, presenting the museum pass at the ticket office for a house ticket or the like may be required.

## 4. Cancellations

The museum pass is non-refundable or exchangeable. A right of revocation for the museum pass does not exist here in accordance with $\S 312 \mathrm{~g}$ para. 2 No. 9 BGB, even if this is booked online. The temporary or permanent, partial or complete closure of individual participating museums does not constitute a right of withdrawal or claims for damages.

## 5. Liability

1. The publishers are liable without limitation for intent and gross negligence. For simple negligence, the publishers are only liable - except in the case of injury to life, limb or health - if essential contractual obligations are violated. Liability is limited to the typical and predictable damage. This limitation of liability does not apply to legally mandatory liability irrespective of fault. In all other respects, the publishers are liable in accordance with the statutory provisions.

## 6. Privacy Policy

1. Please regard the data protection information of the respective web shop when purchasing.
2. When you enter our exhibitions, your museum pass is scanned for validation. The following personal data is processed in the process: Salutation, first and last name, optional zip code and country of origin of the purchaser. Technical ticket data: Date of purchase, validity period, product description. We transmit this data to our order processor, visitBerlin Berlin Tourismus \& Kongress GmbH and Giant Monkey GmbH , which validate the ticket for us and provide us and the other participating museums in Berlin with anonymized statistics. We have carefully selected both companies and have concluded a commission processing agreement with them in accordance with Art. 28 DSGVO. (Data privacy of SMB website)

## 7. Final clauses

The publisher reserves the right to change these terms and conditions at any time without giving reasons. Such changes do not apply to museum passes that have already been purchased. The law of the Federal Republic of Germany shall apply exclusively. The sole place of fulfilment for delivery, performance and payment is Berlin. The place of jurisdiction for disputes with merchants, legal entities under public law and special funds under public law as well as persons who have their domicile or habitual residence abroad is Berlin.

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