

## **GENERAL TERMS AND CONDITIONS**

### **State Archaeological Collection**

#### **1. Validity**

- 1.1. The following terms apply to the purchase of all tickets, vouchers and guided tours available at the following sites of the Archäologische Staatssammlung (State Archaeological Collection and Castle Museum Grünwald, hereinafter ASM).
- 1.2. This includes the purchase of tickets:
  - (a) at the ticket offices of the ASM museum,
  - (b) in online sales.
- 1.3. These Terms and Conditions (hereinafter T&C) also apply to the general provisions of the ASM, specifically to the site regulations of the ASM, and to the respective site's legal individual provisions and cloakroom regulations which can be viewed on site in the museum. With the purchase of tickets, the customer\* recognises these T&C of the ASM as binding. Different conditions of the customer are not part of this contract unless the ASM agrees in writing to their validity.
- 1.4. Tickets are only sold to end customers, otherwise there is no entitlement to the services of the ASM stated on the ticket. The ASM is entitled to limit the number of tickets purchased per customer in individual cases and online sales.
- 1.5. The purchase of services in accordance with the following provisions gives rise to contractual relationships exclusively between the customer and the ASM. It is not permitted to resell the purchased tickets.

#### **2. Types of ticket offered**

- 2.1. It is for the ASM to decide which of the following types of tickets are available for purchase in the ASM museum.
- 2.2. Entrance tickets for each individual museum

Entrance tickets exclusively entitle the holder to visit the permanent collection of the museum of the ASM noted and named on the ticket during the respective opening hours on the day of purchase, unless otherwise stated due to the type of ticket. The same applies to admission tickets for paid special exhibitions that are not included in the

admission to the permanent collections. Once they have been used for admission for the first time, admission tickets are no longer transferable.

### 2.3. Day pass

The Day Pass for ASM entitle the holder to visit the permanent collection during the respective opening hours on the day of purchase. The Day Pass do not entitle the holder to enter fee-charging special exhibitions. Separate entrance tickets are required for this. Entrance tickets are not transferable after their initial use for entry.

### 2.4. Annual Pass

2.4.1. The Annual Pass entitles the holder to enter the ASM (Archaeological State Collection Munich and Castle Museum Grünwald) during their opening hours, and to enter fee-charging special exhibitions of the ASM for 12 months until the end date printed on the Annual Pass. To enter the aforementioned exhibitions, the Annual Pass must be presented in conjunction with a valid official photo ID at the admission point of the ASM by the holder of the Annual Pass without being asked to do so.

2.4.2. Upon issue, the holder's first name and surname are marked on the Annual Pass, which it is not transferable. The data protection information describes how the ASM processes personal data in connection with the Annual Pass. This information is given to the customer when purchasing an Annual Pass.

2.4.3. If the holder loses their Annual Pass, they must inform the ASM immediately. A 10 Euro processing fee is charged for issuing a replacement Annual Pass.

### 2.5. Vouchers

Gift vouchers can be purchased at the ASM ticket office. The vouchers can be used to redeem entrance tickets, day tickets and annual passes and other services of the ASM available at the ticket offices. The voucher can be used until its balance is zero. Remaining amounts will not be paid out.

### 2.6. Time Slot Tickets

The ASM is entitled, after due consideration and considering objective standards, to make admission dependent on advance booking, in particular for reasons of visitor safety and conservation reasons, and to sell tickets in accordance with Section 2.2 with a specified admission period/period of validity (Time Slot Tickets). Time Slot Tickets allow entry only during the

admission period or period of validity printed on the ticket. Likewise, for holders of Day Passes and for holders of Annual, entry can be made dependent on an advance booking for reasons stated in sentence 1. If the volume of visitors exceeds the visitor capacity despite Time Slot Tickets, waiting times of up to 30 minutes must be accepted.

### **3. Prices and Payment**

Entrance fees as well as regulations on discounts and free entrance are specified in the ASM' current entrance fee provision, which can be seen in the ASM website (<https://www.archaeologie.bayern/en/visit/>), inquired at the ticket office and the visitor service. The euro is the valid currency. Entrance fees are subject to change.

- 3.1. Entrance tickets, annual passes and guided tours are VAT exempt under § 4 no. 20 a UStG.
- 3.2. To receive discounts or free entrance, a valid confirmation and if necessary, a photo ID card, must be presented when purchasing at the ASM ticket office or at the admission point of the museum on the day of the visit. Upon request, proof must be shown on entering the museum or exhibition. If proof cannot be presented, the balance to the full entrance fee must be paid afterwards.
- 3.3. Products purchased purely digitally (cf. sentence 1 no. 3.4.2.2.) must be printed out by the customer before visiting the museum and/or presented in a digitally readable form (e.g. on the display of a smartphone) when visiting the museum. Admission will only take place if the QR code is fully legible.
- 3.4. Payment
  - 3.4.1. Payment at the ticket offices
    - 3.4.1.1. Payments are made at the ticket offices of the ASM. Payment options are basically cash or EC or credit cards from the most common providers (VISA, Master Card, American Express, etc.).
    - 3.4.1.2. When paying with the EC card, the customer must ensure to have sufficient funds in the account. Costs arising from chargebacks must be borne by the customer, as long as the ASM is not responsible for the chargeback. In individual cases, the ASM is entitled to accept only certain forms of payment depending on the customer.

### 3.4.2. Payment and shipping in the online shop

- 3.4.2.1. In online sales, the customer pays in advance payment using one of the payment options offered. Purchase on account is not possible.

## 4. Revocation/Cancellation

A return or cancellation of products purchased at the ticket office and in the Webshop is generally excluded. For products purchased online under nos. 2.4 and 2.5, a statutory 14-day right of withdrawal applies, provided that no (partial) services have yet been used. Details on the revocation can be found in the ASM cancellation policy.

## 5. Admission and site regulations

- 5.1. ASM staff are entitled at any point to use their due discretion to make arrangements that differ from these T&C on the basis of site regulations.
- 5.2. In the event of violation of these T&C, site regulations, instructions by ASM staff or ASM cloakroom provisions, the ASM or their representatives reserve the right to expel customers from the ASM museum or ban them from the premises. This also applies if the ticket holder is disruptive to other visitors, the operating of the museum is disrupted or there is a risk of disruptions.

## 6. Limitation period

In accordance with legal provisions, the limitation period for vouchers is three years starting at the end of the year in which the ticket was purchased.

## 7. Loss/damage and exchange

The ASM is not liable for the loss or damage of tickets or vouchers. Lost or damaged tickets will not be replaced or refunded, with the exception of Annual Passes (see Section 2.4).

## 8. Public tours

- 8.1. The ASM offers both fee-charging and free public guided tours with limited participant numbers.

- 8.2. To join one of the ASM public guided tours with limited participant numbers, the customer must acquire a separate tour ticket at the museum ticket office or online on the same day prior to the guided tour. This is the prerequisite for participating in the tour. Purchasing a general entrance ticket for the museum does not entitle the customer to participate in a tour. Proof of entitlement to participate in a tour does not replace the purchase of a ticket listed in Section 2.
- 8.3. Postponement of the tour by up to thirty minutes after the stated time does not justify a reduction in the price of the tour. The museum guide will catch up the time accordingly. If the tour is delayed over 30 minutes, it is cancelled. In this case, Section 8.4 applies.
- 8.4. The ASM is entitled to cancel a public guided tour if there is an important reason (e.g. force majeure, illness of the guide, pandemics). In this case, for fee-charging tours, participation fees already paid will be reimbursed. Apart from that, participants are not entitled to claim damages. Tickets already purchased for entry to exhibition rooms cannot be returned (see Section 4), unless there is also a reason under Section 10.2.

## **9. Liability of the ASM**

- 9.1. The ASM is only liable for damages caused by intent or gross negligence of the ASM, their staff or agents. Any further liability, insofar as it is not compulsory in legal provisions, is expressly excluded. Liability limitation does not apply, in particular, to damages arising from injury to life, body or health, and to the violation of essential contractual obligations.
- 9.2. If it is not possible to visit a museum or an exhibition and thereby use a ticket due to compelling reasons within the sphere of the ASM (conservation, organisational or technical reasons) or due to force majeure (such as closure orders from security authorities or authorities governing the ASM, natural disasters, pandemics, war, and the like), the ASM is entitled to rescind the contract. In this case, the ticket price is refunded. The ASM has no further liability.
- 9.3. Dates of closures will be announced in advance on the ASM website as far as possible.
- 9.4. Individual parts of exhibitions can be closed or certain exhibits can be inaccessible for structural or organisational reasons. This does not justify a fee discount or damages claims.

- 9.5. Furthermore, for Annual Passes and Day passes it applies that individual museums or departments of the ASM can be closed for structural or organizational reasons, or for an important reason. Deficiency claims are excluded. There is no entitlement to an extension of the Annual Pass or (partial) refund of the fee paid.

## **10. Final provisions**

- 10.1. The law of the Federal Republic of Germany applies exclusively without involvement of international private law. The exclusive place of fulfilment for service and payment is Munich. Munich is the place of jurisdiction for disputes with business people, legal entities under public law and special funds under public law, as well as people whose place of residence or habitual abode is abroad.
- 10.2. Deviations or supplements to these provisions must be made in writing. This also applies to the written form requirement itself.
- 10.3. The ASM reserves the right to change these T&C at any time without giving reasons. These changes do not apply to orders already placed or existing purchase contracts.
- 10.4. If individual provisions of these T&C are or become invalid or unenforceable, this does not affect the validity of the other provisions. Statutory provisions, if available, apply in place of the invalid points.

Archäologische Staatssammlung  
Lerchenfeldstraße 2  
80538 München

\*For greater readability, no gender-specific differentiation is used. All terms referring to persons apply to all genders within the meaning of equal treatment.