



GENERAL TERMS AND CONDITIONS OF THE BAVARIAN STATE PAINTING COLLECTIONS (T&C)

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 Bavarian State Painting Collections (hereinafter BStGS): Alte Pinakothek, Neue Pinakothek (currently closed until 2030), Pinakothek der Moderne, Museum Brandhorst, Sammlung Schack.
- 1.2. This includes the purchase of tickets:
 - (a) at the ticket offices of the BStGS museums,
 - (b) in online sales.
- 1.3. These Terms and Conditions (hereinafter T&C) also apply to the general provisions of the BStGS, specifically to the site regulations of the BStGS, and to the respective site's legal individual provisions and cloakroom regulations which can be viewed on site in the museums or online in the www.pinakothek.de/en/terms-and-conditions website. With the purchase of tickets, the customer recognises these T&C of the BStGS as binding. Different conditions of the customer are not part of this contract unless the BStGS 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 BStGS stated on the ticket. The BStGS are 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 BStGS. It is not permitted to resell the purchased tickets.

2. Types of ticket offered

- 2.1. It is for the BStGS to decide which of the following types of tickets are available for purchase in the BStGS museums.



2.2. Entrance tickets for each individual museum

Tickets for individual museums exclusively entitle the holder to visit the permanent collection and special exhibitions, provided that they are included in the visit to the permanent collection of the museum specified and named on the ticket of the BStGS during the respective opening hours on the day of purchase, unless otherwise provided due to the type of ticket. Tickets for fee-charging special exhibitions, which are not included in the visit to the permanent collection, only entitle the holder to visit the respective special exhibition, unless otherwise specified. Entrance tickets are not transferable after their initial use for entry.

2.3. Combined tickets

Combined tickets entitle the holder to enter the permanent collections and special free exhibitions in all the BStGS museums listed under 1.1 during their opening hours on the day of purchase. Combined tickets do not entitle the holder to enter fee-charging special exhibitions. Separate entrance tickets are required for this. After their initial use for entry, combined tickets are no longer transferable.

2.4. Annual Passes

2.4.1. The Annual Pass entitles the holder to enter all the BStGS museums and the BStGS branch galleries throughout Bavaria during their opening hours (www.pinakothek.de/en/branch-galleries), and to enter fee-charging special exhibitions of the BStGS for 12 months from the date of validity. It can be renewed digitally.. 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 respective museum 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 BStGS processes personal data in connection with the Annual Pass. This information is given to the customer when purchasing an Annual Pass and can also be viewed in www.pinakothek.de/en/data-protection, printed out and saved.

2.4.3. If the holder loses their Annual Pass, they must inform the BStGS immediately. A 10 euro processing fee is charged for issuing a replacement Annual Pass. It will be issued at the museum ticket office upon presentation of a valid official photo ID.



2.5. Vouchers

Gift vouchers can be purchased at the ticket offices of the BStGS museums and via online distribution . The vouchers can be used to redeem them for annual passes.

2.6. Time Slot Tickets

The BStGS are 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 Annual Passes under Section 2.4, entry can be made dependent on an advance booking for reasons stated in sentence 1. For the same reasons, tickets under Section 2.3 can be temporarily withdrawn from sale. 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 BStGS' current entrance fee provision, which can be seen at the ticket office of every museum or in the BStGS website (www.pinakothek.de/en/visit) or inquired at the Information and Service Department. The euro is the valid currency. Entrance fees are subject to change.

- 3.1. Entrance tickets, combined tickets, Annual Passes, vouchers and guided tours are VAT exempt under § 4 no. 20 a UStG.
- 3.2. To receive discounts or free entry, a valid confirmation and if necessary, a photo ID card, must be presented when purchasing at the BStGS ticket offices or at the admission point of the respective 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 presented in a digitally readable form (e.g. on the display of a smartphone) when visiting the museum



and/or printed out by the customer before 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 BStGS museums. Payment options are basically cash or EC or credit cards from the most common providers (VISA, Master Card, American Express, Apple Pay 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 BStGS is not responsible for the chargeback. In individual cases, the BStGS is entitled to accept only certain forms of payment depending on the customer.

3.4.2. Payment and shipping via online distribution.

3.4.2.1. In online sales, the customer pays in advance payment using one of the payment options offered (VISA, Master Card, American Express, Apple Pay etc.). Purchase on account is not possible.

3.4.2.2. The shipping of the documents referred to in no. 2 takes place digitally by e-mail to the e-mail address provided by the customer.

4. Revocation/Cancellation

A return or cancellation of products purchased at the ticket office and in the online distribution 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 BStGS cancellation policy under www.pinakothek.de/en/terms-and-conditions.

5. Admission and site regulations

5.1. The customer must show the ticket purchased at the ticket office or online shop (see 3.3.) in printed or digital form when entering the exhibition rooms. The ticket is scanned at the entrance. While visiting the exhibition rooms, the customer must carry it with him and show it to the supervisory staff upon request. In the Pinakothek der Moderne, customers



receive an entry wristband at the ticket office when purchasing a ticket, which must be worn visibly. Customers with a digital ticket, combined ticket or Annual Pass have it scanned by the staff and receive an admission wristband, which is non-transferable.

- 5.2. BStGS 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.
- 5.3. In the event of violation of these T&C, site regulations, instructions by BStGS staff or BStGS cloakroom provisions, the BStGS or their representatives reserve the right to expel customers from the respective BStGS 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 BStGS are 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 2.4.3.).

8. Public tours

- 8.1. The BStGS offer both fee-charging and free public guided tours with limited participant numbers.
- 8.2. To join one of the BStGS public guided tours with limited participant numbers, the customer must acquire a separate tour ticket at the museum ticket office or online 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 alter 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 BStGS are entitled to cancel a public guided tour if there is an important reason (e.g. absence of the tour guide, exceeding the visitor capacity, force majeure according to Section 9.2.). 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 9.2.

9. Liability of the BStGS

- 9.1. The BStGS are only liable for damages caused by intent or gross negligence of the BStGS, 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 BStGS (conservation, organisational or technical reasons) or due to force majeure (such as closure orders from security authorities or authorities governing the BStGS, natural disasters, pandemics, war, and the like), the BStGS are entitled to rescind the contract. In this case, the ticket price is refunded. The BStGS have no further liability.
- 9.3. Dates of closures will be announced in advance on the BStGS 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 combined tickets it applies that individual museums or departments of the BStGS can be closed for structural or organisational 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 BStGS reserve 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.

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