



## **GENERAL TERMS AND CONDITIONS OF THE BAVARIAN STATE PAINTING COLLECTIONS FOR TICKETS AND VOUCHERS (Terms and Conditions)**

### **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 2029). 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) sold online by authorised service providers
  - (c) at sales points of authorised service providers
- 1.3 These Terms and Conditions (hereinafter T&C) also apply to the general provisions of the BStGS, specifically the site regulations of the BStGS, the respective site's legal individual provisions and cloakroom regulations which can be viewed on site in the museums. 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 The T&C also apply to the T&C of the authorised service providers if tickets have been purchased in the service provider's online shop or one of their (advance) sales points.
- 1.5 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.
- 1.6 The purchase of services in accordance with the following provisions instigates contractual relationships between the customer and the BStGS exclusively. It is not permitted to resell the purchased tickets.

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

It is for the BStGS to decide which of the following types of ticket are available for purchase in the BStGS museums:

#### **2.1 Entrance tickets for each individual museum**

Entrance tickets entitle the holder to visit only the permanent collection of the BStGS museum named on the ticket during their opening hours on the day of purchase, unless otherwise provided due to the type of ticket. The same applies to entrance tickets for fee-charging special exhibitions, which are not covered by the entry to the permanent collections. Entrance tickets are not transferable after their first use for entry.



## 2.2 Day Pass

The Day Pass entitles the holder to enter the permanent collections of all the BStGS museums listed under 1.1 during their opening hours on the day of purchase. The Day Pass does not entitle the holder to enter fee-charging special exhibitions. Separate entrance tickets are required for this.

Day Passes are not transferable after their first use for entry.

## 2.3 Annual Pass

The Annual Pass entitles the holder to enter all the BStGS museums and the BStGS state galleries throughout Bavaria during their opening hours [[www.pinakothek.de/en/visit/branch-galleries](http://www.pinakothek.de/en/visit/branch-galleries)], and to enter fee-charging special exhibitions of the BStGS for 12 months until the end date printed on the Annual Pass. To enter the aforementioned exhibitions, the Annual Pass must be presented at the ticket office of the respective museum with the holder's valid official photo identity card.

Upon issue, the holder's first name, surname and date of birth are marked on the Annual Pass and 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 on the website in the overview of the entrance prices ([www.pinakothek.de/en/tickets](http://www.pinakothek.de/en/tickets)) printed off and saved.

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.

## 2.4 Vouchers

Gift vouchers can be purchased at the ticket offices of the BStGS museums. The vouchers can be used for entrance tickets, Day Passes, Annual Passes and other services of the BStGS available at the ticket offices. The voucher can be used until the balance is zero. A remaining amount will not be paid out.

## 2.5 Time-Slot-Tickets

The BStGS are entitled, after due consideration and using 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 2.1 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 tickets in accordance with section 2.3 or 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 sections 2. 2 and 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

3.1 Entrance prices and regulations on discounts and free entrance are specified in the BStGS' s valid entrance price provision, which can be seen by asking at the ticket office in every museum, or the visitor service, or on the BStGS website [www.pinakothek.de/en/tickets](http://www.pinakothek.de/en/tickets). Euro is the valid currency. Entrance prices are subject to changes.

3.2 Entrance tickets, Day Passes, Annual Passes, vouchers and guided tours are VAT exempt under § 4 no. 20 a UStG.



- 3.3 To receive discounts or free entry, a valid confirmation and if necessary, a photo identity card must be presented when purchasing at the BStGS ticket offices and 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 price must be paid afterwards.
- 3.4 Payments are made at the ticket offices of the BStGS museums. Payment options are cash or EC or credit cards from the most common providers (VISA, Master Card, American Express etc.).
- 3.5 When paying with an EC card, the customer must ensure that they 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.

#### **4 Admission and site regulations**

- 4.1 When purchasing or presenting a ticket at the ticket office, every customer receives a corresponding entry band. The customer must fix the entry band onto their wrist and wear it for the entire duration of their visit. Admission to the exhibition rooms is only granted to those wearing an entry band and also presenting a ticket or Annual Pass. BStGS staff are authorised to ask a customer, at any time while they are at BStGS premises, to show their entry band and corresponding ticket.
- 4.2 When using a Day Pass, the prerequisite for admission to the respective museum is that the customer obtains a separate entry band and a free ticket for the museum from the museum's ticket office before admission. Otherwise, section 4.1 applies.
- 4.3 BStGS staff are entitled at any point to use their due discretion and on the basis of site regulations to make arrangements that differ from these T&C.
- 4.4 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.

#### **5 Time Limitation**

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.

#### **6 Loss/ damage and exchange**

- 6.1 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 2.5).
- 6.2 Tickets or vouchers already purchased cannot be returned or exchanged. No reimbursement is given for expired tickets and vouchers.



## **7 Public tours**

- 7.1 The BStGS offer both fee-charging and free public guided tours with limited participant numbers.
- 7.2 To join one of the BStGS's public guided tours with limited participant numbers, the customer must acquire a separate tour ticket 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.
- 7.3 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 7.4 applies.
- 7.4 The BStGS are entitled to cancel a tour if there is an important reason (eg. force majeure, sickness of the tour guide, pandemics). In this case, for fee-charging tours, participation fees already paid will be reimbursed. Moreover, participants are not entitled to claim damages. Tickets already purchased for entry to exhibition rooms cannot be returned (see section 6.2). unless there is also a reason under section 8.2.

## **8 Liability of the BStGS**

- 8.1 The BStGS are only liable for damages caused through 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.
- 8.2 If it is not possible to visit a museum or an exhibition and thereby to use a ticket due to compelling reasons in the sphere of the BStGS (conservation, organisational or technical reasons) or due to force majeure (eg. closure orders from security authorities or authorities governing the BStGS, natural disasters, pandemics, war), the BStGS are entitled to rescind the contract. In this case the ticket price is refunded. The BStGS have no further liability. Dates of closures will be announced in advance on the BStGS 's website as far as possible.
- 8.3 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.
- 8.4 Furthermore, it applies for Annual Passes and Day Passes 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.



## 9 Final provisions

- 9.1 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.
- 9.2 Deviations or supplements to these provisions must be made in writing. This also applies to the written form requirement itself.
- 9.3 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.
- 9.4 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.
- 9.5 The T&C come into force on 15.07.2023.

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Prof. Dr. Bernhard Maaz  
General Director