

# **GENERAL TERMS AND CONDITIONS**

## **Online advance ticket sales**

of

## **Salzburger Burgen & Schlösser Betriebsführung**

**An institution of the Office of the Salzburg State Government**

## **State of Salzburg**

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## **PART I - GENERAL TERMS AND CONDITIONS**

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### **1. General Provisions / Scope of Application**

1. These General Terms and Conditions ("Terms") and the House Rules apply to the purchase of tickets for all properties operated by Salzburger Burgen & Schlösser Betriebsführung ("SBSB") (including, among others, Hohensalzburg Fortress, Hohenwerfen Castle, Fort Kniepass and other SBSB locations) as well as to all relationships between SBSB and the user ("Customer") arising therefrom. Any particularities applicable to individual properties are set out separately at the end of these Terms under the heading "Supplementary Provisions for Individual Properties" and apply in addition to the other provisions of these Terms.
2. These Terms and the House Rules are expressly accepted by the Customer by clicking the declaration "I have read and accepted the Terms and Conditions" in the online ticket shop. These documents can be printed, saved or downloaded as a PDF file.

### **2. Order / Conclusion of Contract**

1. A valid registration and a valid email address are required to purchase tickets online. An order for tickets is only possible if all mandatory fields (fields marked with an asterisk) have been completed. Before submitting the order, the Customer receives an overview of the entire content of the order including prices, which can be corrected or confirmed under item 1 of the order form.
2. By clicking the "Order subject to payment" button, the Customer submits an order to SBSB and thereby makes a binding offer. SBSB accepts this offer following the successful verification of the payment transaction by sending the tickets to the email address provided. Upon receipt of the order by SBSB and the subsequent order confirmation by SBSB, a contract

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for the purchase of the ticket(s) is concluded between SBSB and the Customer.

3. The tickets are only valid for the dates or periods selected by the Customer during the ordering process.
4. The services offered by SBSB are leisure services to be provided at a specific point in time or within a precisely specified period (Section 18 para. 1 no. 10 FAGG). Accordingly, the Customer does not have the statutory right of withdrawal for distance contracts in connection with the online ticket sale and other contracts concluded at a distance (e.g. by telephone or email). The conclusion of this contract was not preceded by any consultation, and the transaction is subject to the Austrian Distance and Off-Premises Contracts Act (Fern- und Auswärtsgeschäfte-Gesetz) (except for Section 3 thereof); Section 3 of the Austrian Consumer Protection Act (KSchG) (right of withdrawal) therefore likewise does not apply.

### **3. Prices / Payment**

1. The prices published in the online ticket shop apply. All prices are in euros and include the statutory value added tax applicable in each case.
2. The respective total invoice amount is made up of: the ticket price (less any reductions/discounts), and the applicable statutory (Austrian) value added tax.
3. Payment is made according to the payment method selected by the Customer during the ordering process. Payment processing is carried out by [Adyen N.V.](#)
4. The purchase process is completed upon entry of the desired payment method and by clicking the "Order subject to payment" button. This makes the purchase binding and it can no longer be cancelled. Each ticket only becomes valid once payment has been made in full.
5. When making use of price reductions or discounted tickets (e.g. tickets for pupils, students or apprentices), proof of eligibility for the respective discount must be provided before or upon entry. If a discount has been selected without entitlement, the ticket must be rebooked at the ticket office (with a surcharge to the standard price). If a ticket with a time-limited entry restriction has been purchased and entry takes place before or after the selected period, the surcharge for the currently available ticket must be paid.

### **4. Information on the Booking Process pursuant to Section 9 of the Austrian E-Commerce Act (ECG)**

1. The following technical steps lead to an effective and binding submission of an offer by the Customer and to the conclusion of the contract:

1. Selection of the desired type and number of tickets by the Customer at [www.salzburg-burgen.at];
2. Registration of the Customer, providing their details;
3. Selection of the payment method desired by the Customer;
4. Possibility to review the order in the overview before the order is submitted subject to payment;
5. Confirmation, by clicking the corresponding button, that the Customer has read and accepted the Terms and Conditions; and
6. by clicking the “Order subject to payment” button, the booking process is completed and the Customer makes a binding offer.
7. After receipt of the order, and following successful verification of the payment transaction, the Customer receives the ticket from SBSB together with confirmation of the contract concluded. This concludes the contract between the Customer and SBSB.

## **5. Provision of Tickets**

1. The tickets are sent to the Customer after conclusion of the contract and successful verification of the payment transaction by separate email to the email address provided during the ordering process. The Customer may print the ticket themselves or present it in saved (digital) form on the day of the visit.
2. Duplicating a ticket – in whatever form – for the purpose of granting unauthorised third parties access is prohibited. The principle of first entry applies. The code on the respective ticket is invalidated upon first entry. Any further tickets bearing a code that has already been invalidated do not entitle the holder to entry.
3. The commercial resale of tickets is prohibited. Commercial resale is deemed to include, in particular, the resale of tickets at a price above the original sale price, the distribution of tickets via own or third-party websites, platforms, apps or other sales channels outside SBSB’s official online ticket shop, as well as the systematic purchase of tickets for the purpose of resale – irrespective of whether this is done using one or several email addresses, customer accounts or means of payment.
4. SBSB is entitled to invalidate tickets for which there is reasonable suspicion of commercial resale or any other circumvention of these Terms, either before or upon entry, or to refuse entry. In such a case, no claim for reimbursement of the ticket price or for damages exists, either against the original purchaser or against the acquirer of the ticket.
5. SBSB is entitled to limit the number of tickets that can be purchased per order, per means of payment, per Customer or per period, and to cancel, in whole or in part, orders that circumvent these limits through the use of multiple email addresses, customer accounts or means of payment.

6. In the event of reasonable suspicion of a repeated or systematic breach of the resale prohibition, SBSB is entitled to exclude the Customer concerned from further orders and to block the customer accounts, email addresses and means of payment used.
7. The use of the name, trademarks, appearance or confusingly similar domains and designations of SBSB, Hohensalzburg Fortress, Hohenwerfen Castle, Mauterndorf Castle, Fort Kniepass or the State of Salzburg by third parties not authorised by SBSB, for the purpose of advertising, offering or selling tickets, is not permitted and will be pursued under civil law and, where applicable, criminal law.

## **6. Warranty and Liability**

1. Claims for damages by the Customer, on whatever legal grounds, are excluded, unless the damage was caused intentionally or through gross negligence by SBSB or a person for whom SBSB is responsible. Expressly excluded from this exclusion, however, are personal injury damages.
2. The statutory warranty claims, in particular for consumers, remain unaffected.

## **7. Return of / Compensation for Tickets**

1. A refund of the ticket price due to missing the visit date, or due to circumstances for which neither contracting party is responsible (e.g. bad weather, traffic congestion), is excluded. The opening hours of the attractions are published on [www.salzburger-burgen.at](http://www.salzburger-burgen.at).

## **8. Data Protection**

1. The Customer expressly consents to SBSB processing and using, with the aid of automated means, the data provided electronically by the Customer in the course of the order for the purposes of contract processing, customer service and marketing (including sending emails and SMS messages). Consent to the sending of emails may be revoked at any time. The Customer is furthermore entitled to revoke their consent to the use of personal data at any time in writing, by email or by post, to SBSB. Furthermore, we would like to refer to SBSB's Privacy Policy.

## **9. Applicable Law / Dispute Resolution**

1. Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict-of-laws rules of private international law.
2. Consumers have the option, after a direct attempt to reach an amicable settlement, to contact the Conciliation Board for Consumer Transactions (Schlichtung für Verbrauchergeschäfte), Linke Wienzeile 18 1060 Vienna, Phone: +43 15811 691 Fax: +43 1581169 199.

## 10. **Supplementary Provisions for Individual Properties**

For the properties listed below, the following property-specific particularities apply in addition to the above provisions of these Terms. In all other respects, the above provisions of these Terms remain unaffected and applicable.

### **Supplement for Hohenwerfen Castle**

Hohenwerfen Castle operates an inclined lift for the transport of persons and goods. Use of the inclined lift ensures barrier-free access to the castle courtyard. A fee applies for use of the inclined lift (see current price list). In the event of technical faults or force majeure (storms, power outages) that temporarily prevent use of the inclined lift, any fee already paid for its use cannot be refunded.

### **Supplement for the Festungsbahn (Fortress Funicular)**

SBSB also sells tickets for the funicular railway to Hohensalzburg Fortress. SBSB does not operate the funicular railway itself; SBSB only sells the tickets for it. Should the Customer also purchase a ticket for the Festungsbahn, the Customer thereby enters into a separate contract of carriage with Salzburg AG. Exclusively the respective current conditions of carriage of Salzburg AG apply to this, available at:

<https://www.5schaetze.at/de/servicemenue/agb.html>

These Terms of SBSB govern exclusively the sale of the ticket via the online ticket shop; sole responsibility for the carriage itself, as the contracting party, lies with Salzburg AG.

## **PART II - HOUSE RULES**

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1. The property is a historic site. Climbing on walls, parapets or railings is prohibited. Leaving the public paths is likewise prohibited. Parents are liable for their children.
2. A general driving ban applies to the entire property. No vehicles may be parked within the castle. Exceptions may only be granted by the castle administration.
3. The property is locked in the evening. It may only be entered during the posted opening hours and with a valid entry ticket. Unauthorised entry into the property constitutes trespass.
4. Any other presence within the property outside opening hours (work, all events, etc.) must be reported to the castle administration in good time and its approval obtained.
5. The recipient bears full responsibility for keys to the central locking system issued against signature. These keys may under no circumstances be passed on to third parties and must be returned to the issuer immediately after completion of the activity within the castle. If a key is lost, the affected part of the locking system will be replaced at the borrower's expense.

6. Any damage to castle property must be reported to the castle administration. Any theft and vandalism will be reported to the police.
7. Special attention must be paid to the increased risk of fire on the property! Throughout the castle grounds, lighting fires and handling open flames is prohibited under fire safety regulations. Bringing and using fireworks, Bengal lights and incendiary devices is prohibited. Smoking is generally prohibited in all indoor areas. Smoking is permitted outdoors, using the ashtrays provided for this purpose.
8. Launching or flying drones over the property is expressly prohibited.
9. Any taking and reproduction of photographs on the premises going beyond private use is prohibited. For commercial photography or filming, please contact the castle administration. Furthermore, photographs and/or video recordings on which you may be recognisable may be taken and used on the website of Salzburger Burgen & Schlösser, on social media channels and in print media for public relations purposes and to depict the activities of Salzburger Burgen & Schlösser Betriebsführung. These recordings may also be offered for an unlimited period in the image database of Salzburger Burgen & Schlösser. If you do not agree to this, please inform the photographer accordingly.
10. The grounds and parts of the interior areas are under video surveillance. The recordings serve exclusively for the preventive protection of persons and property.
11. No refund of the admission price will be granted if parts of the property are inaccessible due to events, construction works, safety reasons or other causes.
12. Bringing animals into the exhibition rooms is prohibited. In lifts, dogs must wear a muzzle and be kept on a lead. Exhibits and wall panelling must not be touched, damaged or otherwise impaired. The premises must be kept clean. Eating and drinking is not permitted in the exhibition rooms (sealable containers such as water bottles may be brought in). In the event of damage or soiling, the costs of repair or cleaning must be paid. Intentional damage or soiling will additionally be reported to the police. Out of consideration for other visitors, please do not make phone calls or speak loudly in the exhibition rooms.
13. Our castles are located in exposed positions, which means appropriate footwear must be worn. Only cleared and/or gritted paths may be used. During this period, please pay particular attention to impairments to footpaths caused by ice and snow.
14. Do not throw objects from the viewing towers and viewpoints. Falling objects can endanger life. Please dispose of your waste in the containers provided for this purpose.
15. Restricted areas may not be entered.
16. The buildings managed by Salzburger Burgen und Schlösser Betriebsführung are historic, listed buildings which, in some areas, do not comply with current building standards. Such deviations from current building standards may occur, for example, in relation to staircase railings, steps, handrails and floor coverings, as well as the height of passageways, balustrades, windows and parapets. Please therefore always pay attention to the respective local conditions and any warning notices during your visit. No liability on the part of Salzburger

Burgen und Schlösser Betriebsführung can be established as a result of deviations from current building standards.

17. In the event of an audible alarm, please contact the supervisory staff. Remain calm and follow the instructions of the supervisory staff. The use of lifts is prohibited in such an event. Emergency exits are to be used only in emergencies, and exits, stairs, passageways and escape routes must always be kept clear for safety reasons. In the event of a medical emergency, please contact the supervisory staff.
18. The instructions of the castle administration and of the supervisory staff must be followed. Non-compliance may result in a ban from the premises and/or a report to the police.

### **Supplement for Fort Kniepass**

For the use of the slide facility at Fort Kniepass, the following item 19 applies in addition to the House Rules above:

#### **19. Slide**

- 19.1 The attractions offered require caution and consideration for other users.
- 19.2 Use of the slide facility is only permitted with a valid entry ticket.
- 19.3 Attractions and facilities (e.g. slides, play equipment, etc.) may only be used within the official operating hours. Information boards and staff instructions must be observed and complied with at all times.
- 19.4 Use of the slides and play equipment is at your own risk. Use while under the influence of alcohol is prohibited.
- 19.5 The rules and instructions on the information boards at the start of the slide or at the play equipment must be observed and complied with at all times when using the facilities.
- 19.6 The slides may only be used once cleared for use and with sufficient safety distance.
- 19.7 The operator is not responsible for damage to clothing that may be caused by using the slides.
- 19.8 Supervisory staff / the organiser are entitled to deny access to the slide facility, despite a valid entry ticket, to persons who may pose a safety risk (e.g. due to excessive alcohol consumption or carrying prohibited or dangerous items).
- 19.9 In the event of a breach of the House Rules, the organiser / supervisory staff / police officers are entitled to remove offenders from the venue.
- 19.10 All persons entering the waiting area of the slide facility must behave in such a way that no other persons are harmed, endangered or disturbed.
- 19.11 Furthermore, they must behave in such a way as to avoid any damage to structures, facilities, equipment or objects.