

GENERAL TERMS / HOUSE RULES  
Mythos Mozart Betriebs GmbH

## 1 Preamble

Mythos Mozart Betriebs GmbH (hereinafter referred to as "Mythos Mozart") operates a multimedia world of experience called "Mythos Mozart Experience" on Kärntnerstraße in Vienna. Visitors immerse themselves in different aspects of Mozart in five exhibition rooms.

## 2 Definitions

- 2.1. To make reading easier, the simultaneous use of the language forms male, female and diverse (m/f/d) has been avoided. All personal designations apply equally to all genders.
- 2.2. Products, goods and services: all products and services, including digital ones, that can be purchased as part of a booking or online order via the Mythos Mozart online shop or at the Welcome Desk.
- 2.3. Contracting Party: Mythos Mozart Betriebs GmbH, Rauhensteingasse 6-8, 1010 Vienna, FN 373060v
- 2.4. Customer/Visitor: Contractual partner of Mythos Mozart who books the service.
- 2.5. Consumer: Any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed.
- 2.6. Entrepreneur: Any natural or legal person who, when concluding a legal transaction, acts in their commercial or self-employed capacity.
- 2.7. Language: The contract, order and business language is German.

## 3 Scope and Changes

- 3.1. These general terms and conditions ("GTC") including house rules apply to all legal relationships between Mythos Mozart and the customer regarding the provision of services and are an integral part of them in the version valid at the time of booking. They are the basis for all current and future contracts between the customer and Mythos Mozart.
- 3.2. The acceptance of the provisions takes place when the service is booked (via the

website [www.mythos-mozart.com](http://www.mythos-mozart.com), telephone, electronically by telephone) or the ticket is purchased at the Welcome Desk. You can view the GTC there.

- 3.3. Deviations from these GTC, in particular the terms and conditions of customers, will not be recognised.
- 3.4. The presentation of goods and services in the online shop does not constitute a binding offer to conclude a contract. This is an invitation to the customer to submit an offer. The customer submits the offer in the legal sense by placing the order.

## 4 Online contract conclusion, ordering process

- 4.1. In the web shop you have the option of logging in as an existing user or registering as a new customer. The successful registration is confirmed electronically, it is not a booking confirmation.
- 4.2. Ordering takes place in the following steps:
- 4.3. Selection of the products, goods, services,
  1. Adding of products by clicking on the corresponding buttons (e.g. "Add to cart", "Add to basket" or similar),
  2. Check of the information in the cart,
  3. Order overview by clicking on the corresponding buttons (e.g. "Continue to checkout", "Continue to payment", "Order Summary" or similar),
  4. Input/check of address and contact data, selection of payment method, confirmation of GTC and cancellation policy,
  5. Finalising the order by hitting the "Buy now" button. This represents your binding order, to which you are bound for seven days.
  6. The purchase contract is concluded as soon as the booking process is carried out with a valid credit card, the payment process is authorised, or the payment has been fully credited to Mythos Mozart's account and the order confirmation or the ticket is sent to the email address provided.
  7. Tickets booked online will be sent by email after receipt of payment but will be validated again at the Welcome Desk.

8. The invoice is sent by email.
9. When selecting external payment services such as PayPal, credit card companies, etc., the customer is forwarded to the external website of the respective payment service provider.
- 4.4. Depending on the selected means of payment, Mythos Mozart reserves the right to check information regarding the means of payment, its validity, creditworthiness in relation to the order value and, depending on the result of the check, to refuse to accept orders.
- 4.5. Before ordering, the contract data can be printed out or saved electronically using the print function of the browser. The processing of the order and transmission of all information required in connection with the conclusion of the contract, in particular the order data, the terms and conditions and the cancellation policy, take place by email after the customer has placed the order, partly automatically. Mythos Mozart does not save the text of the contract after the contract has been concluded.
- 4.6. Input errors can be corrected using the usual keyboard, mouse and browser functions (e.g. "Back" button of the browser). They can also be corrected by aborting the ordering process prematurely, closing the browser window and repeating the process.
- 4.7. The processing of the order and transmission of all information required in connection with the conclusion of the contract, take place by email partly automatically. The customer must ensure that the email address stored is correct, that the receipt of the emails is technically ensured and, in particular, not prevented by SPAM filters.
- 4.8. If it is not possible to deliver the goods you have ordered or to provide the service, Mythos Mozart will refrain from issuing a declaration of acceptance (order confirmation). In this case no contract is concluded. Mythos Mozart will inform the customer of this immediately and immediately refund any consideration already received.
- 4.9. Mythos Mozart always strives to offer all interested parties the best possible service when purchasing tickets. There is no right to contract conclusion; a refusal to conclude a contract can be made without the need for justification.
- 4.10. Order data is stored within the framework of the legal provisions. If you are an existing customer or have registered as a new customer, you can call up your order data under "My Account". Irrespective of this, Mythos Mozart will send an order confirmation to the specified email address. If documents relating to the order have been lost, please contact us by email at [office@mythos-mozart.com](mailto:office@mythos-mozart.com) or by phone at the telephone number indicated on the website. A copy of the saved data relating to the order will then be sent.
- 4.11. Period of validity: This applies to the date printed on the ticket and the corresponding timeslot. Tickets booked online need to be validated again at the Welcome Desk.
- 4.12. The admission ticket is validated the first time you enter MYTHOS MOZART (after access control). Interruptions to the visit on the same day are only permitted in exceptional cases.

## **5 Right of withdrawal, revocation, and cost bearing agreement**

- 5.1. When making a purchase in the Mythos-Mozart online shop (not when making a purchase at the Welcome Desk!), consumers are entitled to the following right of withdrawal or revocation within the framework of the Consumer Protection Act or the Remote and External Business Act (FAGG):
- 5.2. According to Art. 18 para. 1 line 10 FAGG, the visitor has **no right of revocation** for admission tickets valid for a specific date. The right of revocation also expires if the visitor redeems the admission ticket before the end of the cancellation period.

- Cancellation policy -

### **Right of revocation**

You have the right to revoke this contract within fourteen days for admission tickets that were not redeemed before the end of the revocation period and are not valid for a specific date, without giving reasons.

The revocation period is fourteen days from the day on which the customer received the ticket electronically.

If you want to revoke the contract, you can inform us of your decision to revoke this contract by means of a clear statement (e.g. a letter sent by post, fax or email). You can formulate the revocation yourself or use the sample revocation form, which is not mandatory.

**Sample** **Revocation**  
[[https://www.wko.at/branchen/information-consulting/immobilien-vermoegenstreuhaender/Form-Widerrufsformular-Anhang-I-BGBl\\_2.pdf](https://www.wko.at/branchen/information-consulting/immobilien-vermoegenstreuhaender/Form-Widerrufsformular-Anhang-I-BGBl_2.pdf)]

I hereby revoke the contract I have concluded.

Order from:

Name of the customer:

Email address of the customer:

Date:

Customer's signature (only for written revocations)

To meet the revocation deadline, it is sufficient for you to send the communication regarding your exercise of the right of revocation before the revocation period has expired. If you electronically fill out and submit the sample revocation form or any other clear declaration on our website, Mythos Mozart will immediately send you (e.g. by email) a confirmation of receipt of such a revocation, which will again document your revocation.

### **Consequences of revocation**

If you revoke this contract, we will refund all payments that we have received from you immediately and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For the refund we will use the same means of

payment that you used in the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged fees for this refund.

- End of cancellation policy -

## **6 Tickets, buying tickets at the Welcome Desk**

6.1. Visitors can either buy tickets via the online ticket shop or from the Welcome Desk. Booked tickets are only exchanged for a valid ticket at the Welcome Desk, which entitles you to visit MYTHOS MOZART.

6.2. Regular prices: The prices of MYTHOS MOZART apply according to the applicable price lists, which are shown at the Welcome Desk or in the online ticket shop. These prices include the respective statutory sales tax. MYTHOS MOZART reserves the right to set prices that deviate from the price lists in individual cases; these are shown at the Welcome Desk and published in the online ticket shop as well as shown on the tickets.

6.3. Reduced prices: Reduced tickets can only be purchased by people who belong to one of the privileged groups. Discount cards are invalid without a photo ID documenting the discount. In the event of unauthorised use of a reduced ticket, the difference can be collected, or the customer can be expelled from MYTHOS MOZART. The ticket purchase price will not be refunded in the later case.

6.4. Payment: Tickets are generally paid for at the Welcome Desk in cash, with a debit card or with a credit card. MYTHOS MOZART reserves the right to set a minimum amount below which payment by credit card will not be accepted. The applicable minimum amount is stated on the price lists posted at the Welcome Desk and published in the online ticket shop.

6.5. Period of validity: The tickets are valid as follows depending on the type of purchase:

1. Direct tickets: Tickets purchased at the MYTHOS MOZART Welcome Desk are only valid for the timeslot

specified on the ticket. Visitors arriving shortly before the end of the timeslot can no longer be granted access if this results in the exhibition being overcrowded.

2. Online bookings: For these the date printed on the ticket and the corresponding timeslot are valid and they are validated again at the Welcome Desk.
  3. The admission ticket is validated the first time you enter MYTHOS MOZART (after access control). Interruptions to the visit on the same day are only permitted in exceptional cases. Mythos Mozart reserves the right to make the decision; in any case, any attempt to leave and return to the exhibition area must be communicated to the staff at the Welcome Desk.
- 6.6. Third-party sales: The offering and sale of tickets for MYTHOS MOZART by third parties is not permitted.
- 6.7. Return/Exchange/Replacement: An exchange of paid tickets, a replacement for tickets that have been lost or for tickets that have not been used or only partially used will only be provided voluntarily after consultation with the service staff at the Welcome Desk. This applies to people who miss the booked timeslot and who can no longer be granted access due to a possible rush or a possible capacity overload of MYTHOS MOZART. In this case, the visitor should go to the Welcome Desk to enquire about an alternative timeslot.
- 6.8. The booking confirmation or the valid ticket must always be shown to the staff of MYTHOS MOZART upon request.

## **7 Limited viewing opportunities**

- 7.1. One ticket entitles you to visit all the rooms of MYTHOS MOZART that are open to visitors. Due to capacity limits being reached, individual rooms or the entire area may be temporarily closed. MYTHOS MOZART reserves the right to temporarily close certain areas for objective reasons (e.g. organisational or conservational reasons, due to revision or special events).

Such restrictions do not entitle the holder to return tickets that have already been purchased.

- 7.2. MYTHOS MOZART can change the programme for objective reasons. If the visit is delayed by more than two hours, the visitor is entitled to request a refund of the fee paid. It is the visitor's responsibility to find out about any changes on the day of the visit, e.g. through the media or by telephone at MYTHOS MOZART.

## **8 Access**

- 8.1. Hours of operation: The hours of operation of MYTHOS MOZART are published on the website [www.mythos-mozart.com](http://www.mythos-mozart.com). MYTHOS MOZART reserves the right to change the hours of operation. The visitor should find out in advance whether a visit is possible at the desired times. Except in the case of online bookings, no claims for compensation can be asserted for changes in the opening times.

## **9 Cloakroom**

- 9.1. To be left in the cloakroom: Umbrellas, walking sticks with metal tips (suitable walking aids are available in the cloakroom), backpacks larger than A4, bags and packages larger than A3 and wet clothing must be handed in at the cloakroom, which is subject to a fee, or in the free cloakroom lockers. Permissible backpacks and bags are to be carried on the side over the shoulder. MYTHOS MOZART reserves the right to decide that smaller bags may also have to be handed in. In special cases (e.g. bad weather, special exhibitions), MYTHOS MOZART can make the cloakroom compulsory for conservation reasons.

The acceptance of items for safekeeping in the cloakroom can be refused in individual cases, e.g. in the case of dangerous or oversized items, or in the case of overcrowding.

- 9.2. Forgotten items: Items that are not picked up will be handed over to the lost and found office, items of clothing that have

not been picked up within three months will be donated to social causes.

### **10 Warranty and liability**

The statutory warranty provisions apply.

- 10.1. MYTHOS MOZART is only liable for its own content (in this regard only for wilful intent and gross negligence) of the website.
- 10.2. MYTHOS MOZART is not liable for the accuracy of the content of any information provided by third parties on the MYTHOS MOZART website.
- 10.3. Liability for other losses, damage or disadvantages of any kind is excluded. MYTHOS MOZART is only liable if it is proven that supervisory staff violated legal obligations or if there has been a break-in. Claims for damages from objects left behind, forgotten or lost in the MYTHOS MOZART area or for objects deposited in the free lockers are excluded, unless they are based on wilful intent or gross negligence on the part of MYTHOS MOZART. This restriction does not apply to compensation for damage to persons and to items handed over for processing and storage in the cloakroom, as well as for damage under the Product Liability Act.
- 10.4. In the case of consumer transactions, this limitation of liability to wilful intent and gross negligence only applies insofar as personal injury is not affected.

### **11 Copyright**

The online services and internet platform in question, their content and any existing documentation on the online services system are protected by copyright. Use without the express consent of MYTHOS MOZART is not permitted.

### **12 Data protection**

MYTHOS MOZART is responsible for the personal data of visitors and customers within the meaning of the General Data Protection Regulation. MYTHOS MOZART is therefore obliged to comply with all legal provisions on data protection and must also impose

compliance with these provisions on its employees. MYTHOS MOZART undertakes to take all necessary technical and organisational protective measures. Details can be found in the Privacy statement [Link].

### **13 Miscellaneous**

- 13.1. Rules relating to COVID-19: MYTHOS MOZART is obliged to comply with officially prescribed measures in connection with COVID-19.
  1. Organisational measures such as regular hand washing, the provision of disinfectants, disinfection, ventilation of interior rooms, compliance with distance rules will be applied and visitors must follow the relevant instructions.
  2. It should be noted that the minimum distance required cannot always be maintained due to the sometimes interactive nature of the exhibition.
  3. Consequently, visitors should bring a face mask if they deem it necessary.
  4. Refusal of access: If you have symptoms of illness (fever, cough, shortness of breath, difficulty breathing, sore throat), we ask you to refrain from visiting, otherwise you may be refused access to the exhibition premises.
  5. In the event of COVID-19 infection due to a visit to MYTHOS MOZART, no liability is assumed.
- 13.2. Applicable law: Austrian law applies under exclusion of the referral norms and UN sales law.
- 13.3. The place of performance for the services in question is Vienna.
- 13.4. Place of jurisdiction: For entrepreneurs and consumers who do not have their place of residence or habitual abode in Austria and who are not employed in Austria, the court responsible for 1010 Vienna is the competent court for all legal disputes in connection with this contract, even to the extent that it relates to its origination or its dissolution.
- 13.5. Amendments: We reserve the right to amend and adapt the GTC, including the house rules, if necessary, whereby the amendment shall only apply to future

contract conclusions.

- 13.6. Severability clause: If a provision of these house rules and GTC is deemed ineffective, the validity of the remaining provisions shall not be affected.

### House rules

By entering the premises of MYTHOS MOZART (Kärntnerstraße 19, 1010 Vienna) and/or purchasing a ticket, visitors accept the following house rules.

The staff of MYTHOS MOZART is entrusted with the implementation of these house rules, in particular the security and supervisory staff employed. Instructions from supervisory staff must be followed at all times.

#### 1 Liability

Visitors are liable for all damage and consequential damages to the building, the works of art and to fixed and movable equipment caused by them. Damage caused by non-observance of the house rules and the accident prevention regulations are subject to full personal liability. Touching the exhibits and equipment is prohibited.

#### 2 Children

Children up to the age of 14 may only visit the exhibition rooms with an adult guardian. Supervisors and legal guardians are liable for their children or entrusted students and must supervise them throughout their stay in order to avoid accidents and damage and disturbing other people's visits.

#### 3 Smoking

Smoking – including e-cigarettes – is prohibited in all MYTHOS MOZART premises.

#### 4 Pets

Bringing pets into the exhibition rooms of MYTHOS MOZART is prohibited. An exception to this are certified support dogs. Visitors must show the corresponding certificate to the Welcome Desk. Pre-registration is required in order to provide optimal support on site.

#### 5 Food

The consumption of food and drinks is not permitted in the MYTHOS MOZART premises. Alcohol is strictly forbidden.

#### 6 Fire alarm

If the fire alarm sounds, the exhibition rooms of MYTHOS MOZART are to be left using the shortest possible route via the marked escape routes. Lifts are not to be used in this event.

#### 7 Mobile phones

Mobile phone calling is not permitted after passing the access control to the MYTHOS MOZART rooms.

#### 8 Prams

Prams are permitted everywhere. Changing tables are available in the toilets on the first basement floor.

#### 9 Photos, Video

Photographing and filming for private use within the framework of the copyright-free use of works is generally permitted throughout the MYTHOS MOZART exhibition. The use of flash, tripods and selfie sticks is not permitted. Visitors can apply for photo and film permits for journalistic, commercial or scientific purposes from the communications department of MYTHOS MOZART.

#### 10 Surveillance cameras

MYTHOS MOZART reserves the right to pass on the video recordings of the surveillance cameras to the legal bodies involved for official or judicial evaluations.

#### 11 House exclusion

MYTHOS MOZART reserves the right to exclude people who do not observe the house rules and GTC or who do not follow the instructions of the supervisory staff, people whose behaviour annoys other visitors or who disturb operations, people who have weapons or dangerous objects, and unaccompanied children under the age of 14 from visiting. If the reason for exclusion is only noticed during the visit, the visitor must leave MYTHOS MOZART immediately upon request by the supervisor on duty. In this case the entrance fee is not refunded. MYTHOS MOZART

reserves the right to ban visitors permanently if they repeatedly disrupt operations or violate the house rules and GTC.

## **12 WiFi**

Use of the free WiFi is permitted during the MYTHOS MOZART visit.

## **13 Contact details of the contractual partner**

Mythos Mozart Betriebs GmbH

Rauhensteingasse 6-8,

1010 Vienna,

FN 373060v, HQ Vienna

Email: [office@mythos-mozart.com](mailto:office@mythos-mozart.com)

Telephone: +43 1 93056 630

Website: [www.mythos-mozart.com](http://www.mythos-mozart.com)