

General Terms and Conditions of the Staatliches Museum Ägyptischer Kunst (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 Staatliches Museum Ägyptischer Kunst (hereinafter SMÄK).
- 1.2. This includes the purchase of tickets:
 - (a) at the ticket offices of the SMÄK,
 - (b) in online sales.
- 1.3. These Terms and Conditions (hereinafter T&C) also apply to the general provisions of the SMÄK, specifically to the site regulations of the SMÄK, and to the respective site's legal individual provisions and cloakroom regulations which can be viewed on site in the museum or online in the website <https://smaek.de/>. With the purchase of tickets, the customer* recognises these T&C of the SMÄK as binding. Different conditions of the customer are not part of this contract unless the SMÄK 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 SMÄK stated on the ticket. The SMÄK 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 SMÄK. It is not permitted to resell the purchased tickets.

2. Types of ticket offered

- 2.1. It is for the SMÄK to decide which of the following types of tickets are available for purchase in the SMÄK museum.
- 2.2. Entrance tickets
Tickets for SMÄK entitle the holder to visit the permanent collection and special exhibitions, provided that they are included in the visit to the permanent collection 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. Vouchers

Gift vouchers can be purchased at the ticket offices of the SMÄK and in the Webshop. The vouchers can be used to redeem them for tickets.

2.4. Time Slot Tickets

The SMÄK 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 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. For the same reasons, tickets 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 SMÄK' current entrance fee provision, which can be seen in the SMÄK website (<https://smaek.de/ihr-besuch/>) or inquired at the ticket office and requested by e-mail (info@smaek.de). The euro is the valid currency. Entrance fees are subject to change.

3.1. Entrance tickets, combination tickets, annual passes, vouchers 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 SMÄK 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, admission to the museum is not possible.

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 SMÄK. Payment options are basically cash or EC or credit cards from the most common providers (VISA, Master Card, 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 SMÄK is not responsible for the chargeback. In individual cases, the SMÄK 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.
 - 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 Webshop is generally excluded. For products purchased online under nos. 2.3. 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 SMÄK's the consumer's right of revocation.

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.
- 5.2. SMÄK 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 SMÄK staff or SMÄK cloakroom provisions, the SMÄK or their representatives reserve the right to expel customers from the SMÄK 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 SMÄK is not liable for the loss or damage of tickets or vouchers. Lost or damaged tickets will not be replaced or refunded.

8. Public tours

- 8.1. The SMÄK offers both fee-charging and free public guided tours with limited participant numbers.
- 8.2. To join one of the SMÄK 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 SMÄK is entitled to cancel a public guided tour if there is an important reason (e.g. cancellation by the speaker, exceeding of the capacity of the audience, force majeure in accordance with section 10.2.). 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 10.2.
- 8.5. The provisions of Clauses 8.1.-8.4. shall apply accordingly to other event formats offered by SMÄK, insofar as these provisions by their nature can be applied to the format of the event and no contradictory information is contained in the item description.

9. Loan Devices

9.1. Subject of lending

9.1.1. On request, the SMÄK will provide visitors (in relation to Section 9 'Borrower') with a media guide with cover, headphones and lanyard for the duration of their visit to the museum.

9.2. Lending period

9.2.1. The lending period is limited to the duration of the museum visit during the museum's regular opening hours.

9.3. Terms and conditions of use

9.3.1. The lent device may only be used to utilise the pre-installed content in the SMÄK museum premises. Any other use, modification or alteration of any kind of the device or the software is prohibited. Taking the device out of the SMÄK museum is prohibited. The use of the lent device by a third party is only permitted with the authorisation of the SMÄK.

9.4. Terms of return

9.4.1. The borrower must return the lent device to the ticket office before leaving the museum.

10. Liability of the SMÄK

10.1. The SMÄK is only liable for damages caused by intent or gross negligence of the SMÄK, 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.

10.2. 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 SMÄK (conservation, organisational or technical reasons) or due to force majeure (such as closure orders from security authorities or authorities governing the SMÄK, natural disasters, pandemics, war, and the like), the SMÄK is entitled to rescind the contract. In this case, the ticket price is refunded. The SMÄK has no further liability.

10.3. Dates of closures will be announced in advance on the SMÄK website as far as possible.

- 10.4. 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.

11. Final provisions

- 11.1. 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.
- 11.2. Deviations or supplements to these provisions must be made in writing. This also applies to the written form requirement itself.
- 11.3. The SMÄK 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.
- 11.4. 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.

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