

## **KIMUS Children's Museum Graz GmbH Friedrichgasse 34 8010 Graz**

### General Terms and Conditions Annual Pass

#### **1. Validity**

The annual ticket is valid for one calendar year, which means it is valid from 1.1.-31.12. of the respective year, regardless of the date of purchase.

#### **2. Periods of Closure**

2.1 An Annual Pass entitles the holder admission to the museum for one calendar year, subject to the usual entry times and dates of the Museum and any periods of closure. Times in which the museum is closed do not extend the validity (including, but not limited to, technical, health and safety and/or operational reasons, due to special events, reconstruction, and revision, officially ordered closures...). The full value or any part of the value of the Annual Pass will not be refunded nor will any compensation be payable if any part of the Museum becomes temporarily unavailable.

2.2 Claims for compensation by customers for whatever legal reason, in particular, due to impossibility of performance, are excluded, unless they are based on intent or gross negligence on the part of KIMUS Kindermuseum Graz GmbH.

#### **3. Scope of Validity**

3.1 The annual ticket is valid in the Graz Children's Museum FRida & freD and on the Graz Fairytale Express.

3.2 The annual ticket is valid for one family, consisting of a maximum of two adults and four children, and for a once per day admission.

3.3 The Annual Pass can only be used for admission by the person whose name appears on the front of the card and is non-transferable.

3.4 The customer must present an official photo ID upon entry and provide proof of entitlement.

3.5 The validity of the Annual Pass is limited to the two exhibitions in the Children's Museum FRida & freD and the rides on the Graz Fairytale Express. It does not include paid-for activities, e.g. workshops, programmes, and the theatre. It is also not valid for groups.

#### **4. Legal Claim**

4.1 People interested in an Annual Pass have no legal claim to the purchase of such a ticket.

4.2 Likewise, there is no legal entitlement to a visit to the exhibitions or other events on a specific date with the purchase of an Annual Pass. Possession of an Annual Pass does not guarantee entry or re-entry to the Children's Museum FRida & freD and the rides on the Graz Fairytale Express and does not guarantee immediate entry, especially during peak times. The Museum's management, acting reasonably, control the capacity of the exhibitions and rides to ensure safety and a pleasant experience for all visitors.

#### **5. Annual Passholder Benefits**

5.1. Reduction for children's birthday parties:

Price for 10 children: 3-hour € 240,00 instead of € 260,00 / 2-hour € 140,00 instead of € 155,00 (each additional child €12,00 instead of €15,00)

5.2. € 1,00 discount on the purchase of a theatre ticket

5.3. free use of the lounging area with the purchase of a theatre ticket

5.4. Newsletter with special Annual Pass promotions: One product discount 4 times per year (e.g. Backpack for back to school)

5.5 Invitation to the Exhibition Opening

## **6. Redemption**

6.1 No refunds can be made for tickets that are not used or only partially used.

6.2 The full value or any part of the value of the Annual Pass will not be refunded nor will any compensation be payable if any part of the Museum or Fairytale Express becomes temporarily unavailable. This includes individuals arriving just before the museum closes who cannot be granted admission due to a possible rush or overload of an exhibition or the entire museum resulting in short-term closure. We reserve the right in our absolute discretion to vary the opening and closing dates of the Museum and to close, remove or cancel all or any part of the exhibits, events, or facilities within the Museum for any reason including, but not limited to, technical, health and safety and/or operational reasons or due to special events.

## **7. Liability**

The customer is obliged to provide all requested data completely and correctly. In the event of incomplete, incorrect, or unclear information, the customer shall be liable for any resulting damage.

## **8. Data Protection**

All customer data will only be used for the processing of the respective business case and will under no circumstances be passed on to third parties. Further information can be found in our privacy policy, which can be viewed at <https://fridaundfred.at/datenschutzerklaerung/> and <https://www.grazermaerchenbahn.at/datenschutz/>.

## **9. Other important Terms**

9.1 By making a purchase, you accept the General Terms and Conditions, the House Rules and the Conditions of Carriage of the Graz Children's Museum FRida & freD, and the Graz Fairytale Express. The house rules of the Graz Children's Museum are available in their current version on the website <https://fridaundfred.at/>. The house rules and the regulations of transportation of the Grazer Fairytale Express are displayed on site.

9.2 During your visit you must retain your Annual Pass and valid ticket for production on demand by our representatives. We have the right, without liability to you, to refuse to allow you to enter the Museum and Fairytale Express and/or to escort you from our premises if you, in our judgment, breach any of these Terms. The ticket price will not be refunded in such cases.

9.3 The KIMUS Kindermuseum Graz GmbH reserves the right to change the Terms and Conditions of the Annual Pass at any time, whereby the amendment shall only apply to future contracts.

9.4 The place of performance is Graz, the place of jurisdiction is the District Court for ZRS Graz.