

STANDARD TERMS AND CONDITIONS FOR SERVICES OF DEUTSCHES BERGBAU-MUSEUM BOCHUM

1. Scope of application

- 1.1. These standard terms and conditions ("T&Cs") apply to all events, guided tours and other services sold online and through the ticket desk of Deutsches Bergbau-Museum Bochum ("DBM") an institution funded by DMT – Gesellschaft für Lehre und Bildung mbH ("DMT-LB").
- 1.2. Rules that deviate from these T&Cs shall not apply. This does not include regulations that DBM has explicitly approved beforehand in writing.
- 1.3. If third-party services are used in connection with DBM's online services, no contractual relations shall be established with DBM in this case. The use of such services shall be based on a separate contract made with the relevant provider.
- 1.4. These T&Cs and DBM's "house rules" apply exclusively; these can be viewed at the entrance to DBM and on the home page www.bergbaumuseum.de. The applicability of these T&Cs and the house rules is accepted when the customer orders, purchases or uses an admission ticket.

2. Admission tickets and annual tickets

- 2.1. Admission tickets
 - 2.1.1. Admission tickets permit the holder to enter the relevant areas of DBM on the selected date. In the case of guided tours, this permission is valid within the selected time window.
 - 2.1.2. Time windows are based on time of entry. Unless otherwise specified, the subsequent visit duration is valid for an unlimited period during regular opening times; these can be viewed on our home page www.bergbaumuseum.de.
 - 2.1.3. Admission tickets received by email must also be presented to the ticket desk as proof of payment of the admission charge prior to entering the exhibition spaces or event in question.
 - 2.1.4. Discounted or free admission tickets shall only be valid in combination with the relevant appropriate personal ID document.
 - 2.1.5. Payment for unused admission tickets is non-refundable.
 - 2.1.6. Admission tickets do not include guided tours or special events.
- 2.2. Annual ticket
 - 2.2.1. The annual ticket permits the holder to visit the permanent and special exhibitions of the DBM during regular opening times, and is valid for a period of one year from the date of purchase.
 - 2.2.2. The annual family ticket permits two adults and up to four children (6-17 years old) to visit the permanent and special exhibitions of the DBM during regular opening times, and is valid for a period of one year from the date of purchase.
 - 2.2.3. General conditions for annual family tickets:
 1. Annual tickets and annual family tickets are only valid for the named persons and are non-transferable. They are only valid in combination with a personal ID document, which must be presented upon entry.
 2. Annual tickets and annual family tickets are valid for a period of 12 months following each renewal.
 3. If payment is made in cash, the annual tickets and annual family tickets may be used immediately.
 4. Annual tickets and annual family tickets are not renewed automatically. They may be renewed at any time.
 5. Annual tickets and annual family tickets do not include guided tours or special events.

3. Guided tours and events

- 3.1. DBM organises ticketed (registered) and non-ticketed (non-registered, public) events. The contract for attending ticketed DBM events is established with the customer's registration and DBM's subsequent confirmation. Registration and confirmation may be performed in writing. In the case of online shop bookings, by clicking the "Order" button a binding offer is made to book the selected event(s) contained in

the shopping basket. Booking inquiries made over the telephone or by email also constitute binding offers. This offer is accepted through DBM's written or electronic booking confirmation. If a booking confirmation is not received within 3 working days, this may be due to a technical error. The customer should contact DBM without delay in this case. For purchases made through the online shop, the relevant tickets for the particular event will only be delivered by email as an online ticket, free-of-charge (print@home).

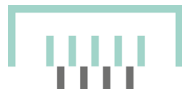
- 3.2. Any subsequent additions to a pre-existing booking can only be made using the standard purchasing methods, by way of a new additional booking and are subject to the current availability.
- 3.3. In the case of events with a minimum number of attendees, the contract shall not be established until the minimum number of attendees is reached. The number of attendees may be limited with certain events. In the case of ticketed events, registrations will be processed in the order they are received.
- 3.4. Registrations for guided group tours must be received by the Museum at least 7 days prior to the date of the event. If a registration cannot be accommodated, the Museum will promptly notify the customer.
- 3.5. Age restrictions must be observed in the case of events for children and young people.
- 3.6. Customers must be of legal age.
- 3.7. When using the online service, all data fields labelled as "necessary" must be completed fully and accurately.
- 3.8. DBM clearly states that school classes and/or minors must be accompanied by at least one teacher or designated supervisor.

4. Payment conditions

- 4.1. The admission charge for the event/visit is payable at the DBM ticket desk or online shop prior to start of the event/before entering the exhibition, and by using one of the specified payment methods.
- 4.2. If a fixed ticket price is agreed, this admission charge will be payable in full even if the number of attendees is reduced. DBM reserves the right to demand prepayment for special events.
- 4.3. All ticket prices are total (gross) prices.
- 4.4. If no payment is received, DBM shall be entitled to cancel the purchase order without any obligation to compensate, or it may electronically block the relevant admission tickets. DBM explicitly reserves the right to claim additional damages (cancellation or reverse booking charges, etc.).

5. Cancellation policy

- 5.1. Pre-booked events can only be cancelled in writing or by email.
- 5.2. Event registrations may be cancelled free of charge up to 5 working days prior to the date of the event. For pre-booked events cancelled on the 3rd or 4th working day prior to the agreed date, 50% of the agreed admission charge shall be payable. For cancellations made out-of-time, the relevant admission charge will be payable in full in accordance with Section 615 of the German Civil Code (Bürgerliches Gesetzbuch, "BGB"). The same applies if customers fail to show by the time the event starts (no-show).
- 5.3. The DBM shall demand cancellation charges for the additional costs actually incurred. This likewise applies to no-shows by the event start time, or in the case of a delay of more than 15 minutes. The Museum's staff waiting time is 15 minutes from the scheduled start of the event. There is no entitlement to demand that an event be performed after this waiting time has expired. "Guided tour staff" are required to observe a waiting time of 15 minutes commencing from the agreed start time. If a group's arrival is delayed the guided tour shall be shortened by the length of the waiting time, or the charge will be adjusted accordingly. The customer shall bear the resulting costs. If the delay lasts 30 minutes, this shall be deemed to be a no-show, and the event will not take place. The customer shall bear the costs. This condition is not avoided for delays reported by telephone or in writing.



- 5.4. In the case of public guided tours, courses and other events with a restricted number of attendees, the entitlement to attend shall be forfeited if the customer fails to show by the starting time.
- 5.5. If additional services are booked and DBM procures these services for other providers (transport, hospitality, etc.), the cancellation policy of the relevant service partner shall apply. Booking changes are subject to payment of a separate charge based on the actual time and effort.
- 5.6. The timing of a cancellation is determined by the time this is received by DBM. The burden of proof rests with the customer.
- 5.7. DBM shall be entitled to terminate the contract with immediate effect for good cause. This is the case particularly if the event has to be cancelled for reasons for which DBM is not responsible (e.g. force majeure). Existing circumstances (e.g. construction works, weather, etc.) or unavoidable organisational reasons may result in changes to routes or scheduled programmes.
- 5.8. Online tickets (print@home) cannot be cancelled.

6. Complaints and objections

- 6.1. Customers are obliged to check the confirmation mail to ensure the accuracy of the number, prices, visit date, admission times or event date stated there. Any complaint must be promptly made (within three working days) after receiving the admission tickets, but, in any case, prior to the date of the visit. Complaints must be submitted by email to service@bergbaumuseum.de. Compliance with this complaint time limit shall be determined based on the email's data transfer protocol. Following the expiry of the complaint time limit, there shall be no entitlement to cancel or re-order admission tickets. This rule does not apply to online tickets (print@home), see para. 5.8.
- 6.2. The customer is obliged to present a fully legible online ticket (print@home) otherwise admission to and/or attendance of guided tours/events may be refused. The purchase price shall not be reimbursed in this case.
- 6.3. DBM shall be entitled to cancel the contract for attending a guided tour or event if the guides or persons engaged to perform the guided tour or event become sick and substitutes cannot be arranged despite DBM's best efforts, and/or if weather conditions render the performance of a guided tour/event impossible.
- 6.4. In the case of the sale of merchandise (such as educational museum materials), such merchandise shall be handed over on-site and it shall exhibit the customary level of quality and design, subject to production-related tolerances regarding dimensions, weights and quality characteristics. If material or production defects are apparent in the merchandise sold by DBM, these must be reported without delay. In addition to the statutory warranty periods, the statutory entitlements to subsequent performance and fault elimination shall also apply.
- 6.5. These T&Cs do not apply to merchandise purchased in the Museum Shop.

7. Image and audio recordings

DBM permits photography and filming within the tour areas, the visitors' mine and in the Museum buildings if this is for personal use. The use of tripods and other such technical equipment, including artificial lighting, is prohibited here. The use of flash lighting is additionally prohibited within the Art tour area. DBM explicitly points out the necessity to comply with legal regulations, especially copyright law and the right to protection of personality. For press and commercial photography and filming inquiries, please contact the Press & Public Relations Department at the following email address to make prior arrangements and obtain any permissions that are necessary: presse@bergbaumuseum.de.

8. Liability

- 8.1. DBM does not guarantee that the exhibition/guided tour will satisfy the personal preferences of the customer, and it accepts no liability should the exhibition/guided tour fail to meet their personal expectations.

- 8.2. DBM shall only be liable for damage/loss it causes deliberately or through its gross negligence. This disclaimer does not include liability for damages resulting from death or personal injury. DBM accepts no liability for damage caused by the behaviour of customers.
- 8.3. DBM shall only be liable for breaches of duty by its vicarious agents if these occurred deliberately or through their gross negligence. This disclaimer does not include liability for damages resulting from death or personal injury.
- 8.4. Individual areas of DBM may be temporarily closed due to construction works or for organisational reasons. There is no entitlement to damages in such cases.
- 8.5. In the case of external services delivered by DBM personnel (the *Museumskofter* [travelling exhibition] initiative), the liability rules of the event location shall apply; the duty of supervision rests with the customer here.

9. Data protection

- 9.1. As a rule, all personal data shall be treated as confidential. DBM shall collect, store and process the data necessary within the framework of the business relationship for the purpose of fulfilling its contractual obligations, based on Art. 6(1)(b) GDPR. This includes surname, first name, postal address of place of residence or workplace, telephone number, email address and bank account details. These data shall be erased once no longer required for informing or maintaining the customer relationship unless longer lengths of time are stipulated by legal retention periods.
- 9.2. DBM may transmit the aforementioned data to third parties commissioned with performing the contract, insofar as this is necessary for the fulfilment of the contract. More information about how DMT-LB/ DBM handles personal data can be found in our general Privacy Policy: <http://datenschutz.bergbaumuseum.de/extern>

10. Legal venue and place of performance

- 10.1. If any of the provisions of these standard terms and conditions are or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. Based on an appropriate interpretation of these terms and conditions, the invalid or unenforceable provision shall be substituted for a valid and enforceable provision that best achieves the purpose of the invalid or unenforceable provision.
- 10.2. The legal venue and place of performance for all disputes of whatever kind arising in connection with these provisions, is Bochum, unless binding legal regulations determine otherwise.

11. Concluding provisions

The T&Cs of Deutsches Bergbau-Museum Bochum are valid from 1 January 2021.