

General Terms and Conditions of Contract for the Purchase of Tickets for a Visit to Neuschwanstein Castle

In order to buy a ticket to visit Neuschwanstein Castle, we, as the Bayerische Verwaltung der staatlichen Schlösser, Gärten und Seen (Bavarian Administration of State Palaces, Gardens and Lakes, hereinafter: “Bavarian Palace Administration”), have laid down the following terms of contract in addition to and with reference to the General Terms and Conditions of the online ticket shop.

1. Ticket purchase

Visitors can *only* buy tickets to visit Neuschwanstein Castle at the ticket center in Hohenschwangau or via the authorised online ticket shop of the Wittelsbacher Ausgleichsfonds (website: <https://shop.ticket-center-hohenschwangau.de>) and only for the use of the tickets for the visitor’s own private purposes (consumers as defined by Section 13 of the German Civil Code). As an exception to this rule, ticket allotments for group bookings can be purchased via the reservation request form at <https://www.hohenschwangau.de/reservierungsanfrage>.

If tickets are issued or sold by the points of sale named above, we shall not be liable for any mistakes made in issuing the tickets.

2. Use of tickets; prohibition of copying and resale

2.1. A valid ticket is required to visit Neuschwanstein Castle. The ticket entitles the holder to visit all the sights at Neuschwanstein Castle that are open on the day on which the ticket is valid.

2.2. The reproduction and copying of and tampering with tickets are prohibited. The commercial resale of purchased tickets is prohibited (except where tickets are purchased for group bookings, see section 1). It is also prohibited to sell tickets through internet auction houses or ticket exchanges.

2.3. In the event that a ticket is reproduced, copied, altered or resold, we reserve the right to block the ticket and to refuse admission to the castle to the holders of the unauthorised ticket or a copy thereof. Furthermore, we reserve the right to demand payment of the total value of the tickets and compensation for any damage (including property damage and/or costs of legal defence or prosecution) from the visitor whose ticket has been reproduced, copied, altered or resold without authorisation through their fault.

2.4. We are not responsible for any inconvenience and/or damage caused by any misuse of a ticket as stated above.

3. Withdrawal or cancellation

3.1. The cancellation or return of tickets for a refund of the admission fee (and additional service charges) is not possible, subject to the further regulations.

3.2. The tickets are **timed tickets** for a guided tour or a visit at a specific time. This means that admission to Neuschwanstein Castle is only possible at the start of the visit printed on the ticket. It is not possible to change the start of the visit or the day of the visit. No compensation can be paid in the event of loss, theft or non-use of the online ticket. The visitor bears the risk of not being able to arrive on time (travel risk) or of only being able to visit the castle to a limited extent, also due to force majeure.

3.3. We are entitled to withdraw from the contract for good cause. This applies in particular if, on the day of validity of the ticket, it is necessary to close the castle for traffic safety reasons. In such a case, the

visitor will be refunded all payments made (i.e. the admission fee and additional service charges) without delay if it is not possible to change the booking. If, for objective reasons (conservational, organisational or technical reasons as well as force majeure), it is not possible to visit Neuschwanstein Castle on the specified date, we are also entitled to withdraw from the contract. In this case, any payments made will also be refunded without delay if it is not possible to change the booking. Any further loss or damage will not be reimbursed. The withdrawal will be communicated immediately. The visitor must submit a copy of the ticket in question and proof of payment to the Bavarian Palace Administration by e-mail in order to claim a refund.

4. Liability

Claims for damages by the visitor against the Bavarian Palace Administration are excluded. This excludes claims for damages by the visitor arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damage based on an intentional or grossly negligent breach of duty by the Bavarian Palace Administration. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract. In the case of a simple negligent breach of essential contractual obligations, however, the Bavarian Palace Administration shall only be liable for the foreseeable damage typical of the contract, unless it involves claims for damages by the visitor arising from injury to life, limb or health. The aforementioned restrictions also apply in favour of the legal representatives and vicarious agents of the Bavarian Palace Administration if claims are asserted directly against them.

5. Final provisions

5.1. Choice of law: German law shall apply to our contractual relationship with you. The UN Convention on Contracts for the International Sale of Goods shall not apply. Insofar as you have your habitual residence in a state of the European Economic Area other than Germany at the time of conclusion of the contract, the mandatory statutory protective provisions of your state of residence shall remain unaffected by the choice of German law.

5.2. Out-of-court dispute resolution: We would like to point out that, in addition to recourse to the ordinary courts, there is also the possibility of out-of-court settlement of disputes in accordance with Regulation (EU) No. 524/2013. Details can be found in Regulation (EU) No. 524/2013 and at the internet address: <http://ec.europa.eu/consumers/odr>. We are required by law to inform you of our email address. This is: info@bsv.bayern.de.

We will endeavour to settle any disagreements with you amicably. However, we are not obliged to participate in an out-of-court dispute resolution procedure before a consumer arbitration board and unfortunately cannot offer to participate in such a procedure.

5.3. Should individual provisions of the General Terms and Conditions of Contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision which most closely approximates the commercial aim of the invalid provision in a legally permissible manner. The same applies to the filling of any contractual loopholes.

Munich in April 2022

Bayerische Verwaltung der staatlichen Schlösser, Gärten und Seen