vB 19.07.2025

General Terms

We are delighted that you are visiting our webpages and intend to benefit from our services. The following terms apply to our webpages and services:

1. Scope, Definitions

1.1. We, Wittelsbacher Ausgleichsfonds Stiftung des Öffentlichen Rechts (hereinafter referred to as „**WAF**“ or „**we**“) are pleased to offer you the opportunity, on our webpages at https://shop.ticket-center-hohenschwangau.de (hereinafter referred to as „**Web Shop**“), to purchase admission tickets for the Neuschwanstein and Hohenschwangau castles or the Museum der bayerischen Könige (hereinafter referred to as „**Site(s)**“).

1.2. These General Terms (hereinafter referred to as „**GTC**“) govern the contractual relationship between you (hereinafter referred to as „**Customer**“ or „**you**“) and us with respect to the use of our Web Shop and the ordering of Tickets. We operate the Hohenschwangau castle and the Museum der bayerischen Könige. Neuschwanstein castle is operated by Bayerische Verwaltung der staatlichen Schlösser, Gärten und Seen. Where these GTC refer to the „**Operator**“, this shall be understood as a reference to WAF with respect to the Hohenschwangau castle and the Museum der bayerischen Könige, and to Bayerische Verwaltung der staatlichen Schlösser, Gärten und Seen with respect to Neuschwanstein castle. Your visit to the Site will be governed by the contract terms of the respective Operator.

1.3. We offer the tickets referred to in clause 1.1 (hereinafter referred to as „**Ticket(s)**“) for the Hohenschwangau castle and the Museum der bayerischen Könige in our own name. For Neuschwanstein castle we offer Tickets as an intermediary acting by order of the Operator (see clause 1.2). By purchasing a Ticket you enter into a contract for entry to the Site with the respective Operator. We are a party to such contract only where we are also the Operator. You will be informed of the identity of the individual Operator and the terms applicable to your visit during the ordering process.

1.4. Our offer to purchase Tickets is exclusively addressed to Consumers of legal age who wish to purchase Tickets for themselves and/or for visitor groups not exceeding the maximum number of participants stated in the Web Shop (“**Small Group(s)**”). You will be considered a „**Consumer**“, if you are a natural person who visits our Web Shop and/or purchases Tickets for purposes that predominantly are outside your trade, business or profession. If you are either *not* a Consumer (this applies for example to hotels, travel agents or service providers) or want to book for a group that exceeds the limits for a Small Group, please contact us via our reservation request form at https://www.hohenschwangau.de/reservierungsanfrage.

1.5. Hereinafter, in clauses 2 and 3, you will find rules and regulations for use of our Web Shop including, without limitation, restrictions applicable to the purchase and re-sale of Tickets. In clause 4 you will find basic information and rules for the ordering process and contract formation; and in clause 5 terms governing the actual purchase contract.

2. Use of our Web Shop

2.1. We reserve all right and title in, and with respect to, all content of our Web Shop (such as images). You may use such content only for legitimate use of the Web Shop as contemplated herein and may not otherwise use or reproduce such content.

2.2. When using our Web Shop, all users are required to refrain from inhibiting or overburdening the technical operation of our Web Shop and/or from negatively affecting use by other users.

2.3. The information given in our Web Shop with respect to Neuschwanstein Castle is provided to us by the Operator and not independently verified by us. We therefore cannot accept any liability or responsibility for the (in-)correctness of any such information (see clause 5.5).

2.4. We consent to the placement of hyperlinks („links“) referring to our Web Shop, provided that this is done for non-commercial purposes. Where we refer to a third party site or content, this shall not be considered an endorsement of such site or content by us.

3. Limitations with respect to the Purchase and Re-Sale of Tickets

3.1. Only Consumers purchasing Tickets for themselves of for Small Groups (see clause 1.4) may legally order through our Web Shop. All other Customers are kindly requested to contact us via our reservation request form.

3.2. You will be notified of applicable conditions with respect to size limits for Small Groups, other limitations with respect to the scope of Tickets per order and/or purchasing price-reduced Tickets (e.g. for children) during the ordering process.

3.3. The Operators' contract terms (see clause 1.2) regularly provide that Tickets may not be re-sold commercially and that the non-commercial transfer of tickets is subject to certain limitations. If there is reason to believe that you may have violated such contract terms, we expressly reserve the right to (a) exclude you from further access to the Web Shop, (b) reject or cancel Ticket orders and (c) notify the respective Operator.

4. Ordering, Formation of Contract, Correction of Errors, No Right of Withdrawal

4.1. You can choose between the German and English language for formation of the contract.

4.2. The presentation of Sites and Tickets in our Web Shop shall not be considered a binding offer, but only an invitation to users to submit offers to purchase Tickets (*invitatio ad offerendum*).

4.3. When using our Web Shop you can select Tickets for purchase by adding them to your "cart". It is not necessary to register in order to purchase Tickets.

4.4. In our Web Shop all prices are quoted as final prices including statutory value added tax. We will charge a service fee and, if applicable, also additional fees for your

chosen method of payment, in addition to the Ticket price. You will be notified of the amount of these fees during the ordering process. We will not charge any additional cost over and above what is communicated to you in the ordering process.

4.5. Our Web Shop allows you to edit your cart, to change the number of Tickets ordered, and/or to delete Tickets, at any time prior to checkout. Once you are ready to continue the ordering process, clicking on “Proceed to checkout” will open a page which summarizes your order details. By clicking on “Continue” you will proceed to a page where you may enter your personal data. If you wish to discontinue the ordering process at this point, you may do so by simply closing your browser window.

4.6. Your order will become final and binding only when you click on the “Buy now” button at the final stage of the ordering process. Up to this point you may edit your order or discontinue the ordering altogether at any time.

4.7. Once you have clicked the “Buy now” button, you will be prompted to select the method of payment and to effect payment according to your chosen payment method. Upon receipt of the purchase price through your chosen payment method, the purchase contract for the Tickets will have been concluded. Promptly after receipt of your payment you will proceed to a page where you can download and print out the Tickets by clicking on the “Save Barcode-Ticket” button.

4.8. You will also receive a confirmation of your order including the details of the Tickets ordered, these GTC as well as the contract terms of the Operator by e-mail. We are not obligated to otherwise record the contract terms.

4.9. You are expressly advised that Ticket purchases are not subject to any right of withdrawal. You are therefore not entitled to cancel orders or return Tickets for a refund except as expressly provided in these GTC. Statutory provisions on a right of withdrawal do not apply to our Ticket sales due to § 312g par. 2 1st sentence No. 9 of the German Civil Code (BGB) .

4.10. If the Operator does not fulfill his obligation to perform and is therefore obligated to refund the Ticket price (e.g. if a Site has to be closed to visitor traffic on the booked date), we will also refund to you the additional fees charged by us in accordance with clause 4.4. In all other cases of cancellation against reimbursement of the ticket price, in particular if the Operator takes back tickets as a gesture of goodwill, you will not be entitled to claim back the additional fees charged by us according to clause 4.4.

5. Contract Terms

5.1. Payment Terms

The purchase price for the Tickets is payable immediately upon submission of the order. You can use all methods offered in our Web Shop to effect payment. We use „SSL“ data transfer for encryption of your personal data in transfer.

5.2. Cancellation

We reserve the right to cancel Tickets if your online payment should not be credited to our account or later reclaimed.

5.3. Delivery Terms

We currently only offer electronic Tickets for printing at home through our Web Shop. We do not ship paper Tickets.

5.4. Errors in Issuing Tickets

If we should issue Tickets which do not conform with your order, we will make reasonable efforts to enable you to visit the Site in accordance with your order. If this should not be possible, you may withdraw from your order. You are responsible to check whether the order confirmation and Tickets conform with your order promptly after receipt thereof and to immediately contact us in the event of errors. You will find more information on your options for contacting us here. If you should fail to check and notify us in accordance with the foregoing, our liability shall be excluded to the extent that your failure has caused or aggravated your loss.

5.5. WAF is not Responsible or Liable for Your Visit

The contractual relationship with respect to your visit at the respective Site will exist exclusively between you and the Operator (see clause 1.2) and only subject to the applicable contract terms of the respective Operator. Therefore, WAF can be held liable or responsible for the (im)possibility, procedure, content or quality of your visit only if and to the extent that WAF is also the Operator of the Site. WAF also disclaims any warranty or liability with respect to the completeness and correctness of the information given in our Web Shop with respect to the Site for which WAF is not the Operator (see clause 2.3).

5.6. Liability

WAF shall be liable for damages, whether based on contract or on any other legal ground, only to the extent that the damage was caused by gross negligence or willful misconduct imputable to WAF. In the event of death of a natural person or personal injury to the latter, WAF shall be liable also for ordinary negligence in accordance with statutory law. In addition, WAF shall also be liable in accordance with statutory law for any negligent violation of a Fundamental Duty under the contract, but such liability shall be limited to such damage as WAF could have reasonably foreseen at the time of conclusion of the contract.

“Fundamental Duty” as used herein comprises all duties which must be fulfilled by WAF in order to enable consummation of the contract and the achievement of its purposes and the fulfillment of which the Customer may reasonably expect in view of the content and purposes of the contract such as the duty to consummate the contract in a timely manner and a manner which does not endanger the life or health or personal property of the Customer and affiliated persons.

Due to the nature of data communication on the internet, such communication cannot be guaranteed to be uninterrupted and error-free. We therefore cannot accept any liability for damages caused by interruptions in the availability of the Web Shop.

Any mandatory liability under the Product Liability Act and/or arising from a guarantee of properties of products shall remain unaffected.

This clause 5.6 shall not be construed to shift the statutory burden of proof in any way.

5.7. Governing Law

Our contractual relationship shall be subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. If, at the time the contract is concluded, your habitual residence is in a member state of the European Economic Area other than Germany, mandatory statutory protective provisions of your state of habitual residence shall remain unaffected by the choice of German law.

Hohenschwangau, July 2025

Wittelsbacher Ausgleichsfonds Stiftung des Öffentlichen Rechts