

# Foundation C.G. Jung Küsnacht

## General Terms and Conditions



### 1. Scope of Application

These General Terms and Conditions (hereinafter referred to as "GTC") apply to all services and deliveries by the Foundation C.G. Jung Küsnacht (hereinafter referred to as "the Museum") in connection with the sale of services (in particular tickets and guided tours) offered through the website [www.cgjunghaus.ch](http://www.cgjunghaus.ch). The GTC are an integral part of the contracts between the Museum and its customers (hereinafter referred to as "Visitors") and regulate the formation, content, and execution of these contracts.

By using the respective services, you agree to these GTC. The Museum may ask the Visitors to affirm their agreement to the GTC by clicking a confirmation box.

The GTC apply unconditionally and take precedence over any other terms and conditions. Deviating or contradicting terms and conditions or agreements that contradict these GTC shall only become part of the contract insofar as they have been confirmed in writing by the Museum.

The version of the GTC valid at the time of the contract formation shall apply.

### 2. General Notes

All services are subject to the Museum's conditions which are accessible on the website and through other sales channels. The Museum shall have the right to change the service offering at any time or to cease offering services.

Visitors are obliged to provide truthful information when ordering services.

Visitors under the age of 18 or incapacitated Visitors confirm with their order that the transaction is entered into with the consent of their legal guardian.

### 3. Contract Formation and Delivery

The purchase of an entry ticket and/or booking of a tour establishes a contractual relationship between the Museum and the Visitor exclusively. If you sell your ticket or tour to a

third party, the Museum shall have the right to withdraw from the contract within 30 days after first knowing about the resale to the third party.

In case of online bookings and purchases, by clicking the box "Book Tour" (or similar) and accepting the GTC the Visitor makes a binding offer to form a contract with the Museum. The Museum confirms the booking via confirmation e-mail to the Visitor, which confirms the contract.

If you make a booking by contacting the Museum's tour coordinator via e-mail or telephone (only possible for tours), providing the personal data for the booking represents your binding offer to enter the contract. During the booking process, you will be informed that by continuing with the booking you are giving your consent to the GTC without receiving them prior to the formation of the contract. But you have the option to read the GTC on the website of the Museum ([www.cgjunghaus.ch](http://www.cgjunghaus.ch)) or at the Museum. The Museum will accept the offer with an e-mail or letter to the Visitor. The Museum assumes no responsibility for the accuracy of customer data provided by telephone or e-mail.

Only in exceptional cases is it possible to make a booking on-site. If you make a booking on-site, providing the personal data for the booking represents your binding offer to enter the contract. During the booking process, you will be informed that by continuing with the booking you are giving your consent to the GTC without receiving them prior to the formation of the contract. You can review the GTC on the Museum website ([www.cgjunghaus.ch](http://www.cgjunghaus.ch)) or at the Museum. The Museum will accept the offer with a verbal confirmation of the booking to the Visitor.

After the booking confirmation, the contract is binding and may only be canceled in accordance with the conditions stated in section 6 of these GTC.

The scope of the Museum's contractual obligations shall be governed by the content of the booking confirmation, the conditions presented on the Museum's booking website, and these GTC. The scope of the Museum's contractual obligations is deemed to be accepted by the Visitor unless she or he objects in writing within three days of its receipt. In cases of obvious typing or calculation mistakes, the Museum shall have the right to withdraw from the contract.

After entering the contract (booking confirmation) and receipt of payment in cash or irrevocable confirmation of receipt of payment by the bank or credit card company, the Museum shall provide its contractual obligations in accordance with the agreed-upon conditions.



The Museum shall provide its contractual services in accordance with its operational resources and shall take those measures to secure its data and services that are economically reasonable, technically feasible, and proportionate.

Tours are conducted exclusively by a guide selected by the Museum. It is the Museum's responsibility (usually the Museum's tour coordination office) to appoint the guide. The applicable tour modalities are presented in the booking confirmation and on-site.

Visitors shall abide by the Museum's rules of safety, access, and conduct as well as by the directions of the guides or guards when using the Museum's services.



## 4. Fees and Payments

### 4.1. Fees

All fees are stated in CHF and, unless otherwise stated, including the legal VAT (if applicable) and excluding packaging and delivery fees (if applicable). The Museum reserves the right to change its fees at any time. The fees valid at the time of entering the contract, as published on the Museum's website or according to the Museum's separate price list, shall apply.

In case of credit card payments: The Visitor shall be informed about the credit cards accepted by the Museum at the time of booking confirmation at the latest.

### 4.2. Tickets

When purchasing online tickets (online booking), payment by the Visitors is made by credit card via the Stripe payment platform at the time of entering the contract.

In case of on-site purchases of tickets on the day of the visit, payment can be made on-site in cash or by credit card at the time of entering the contract.

### 4.3. Guided Tours

In case of online purchases of guided tours, payments shall be made by credit card via the Stripe payment platform at the time of entering the contract.

In case of on-site purchases of guided tours on the day of the tour, payments can be made on-site in cash or by credit card at the time of entering the contract.

## 5. Shipping and Delivery

Tickets and booking confirmations of guided tours are usually sent by e-mail as a PDF file attached to the booking confirmation. In the exceptional cases where tickets or guided

tours are purchased on-site, tickets or booking confirmations are handed over electronically or on paper.

The ticket entitles the holder to enter the exhibition during the opening hours of the day shown on the ticket. After exiting the Museum, the ticket is no longer valid.

The tour confirmation entitles the holder to attend the tour on the confirmed day and time. The tour confirmation loses its validity at the end of the tour.

Tickets and tour confirmations should be checked by the Visitors immediately upon receipt. If no complaints are made within three working days, the delivered tickets are considered approved.

Admission to the Museum and tour participation are only granted with tickets and tour confirmations that are printed or presented on an electronic device as PDFs (or in exceptional cases purchased on-site). The booking confirmation alone is not a valid ticket or tour confirmation.

Tickets and tour confirmations will be checked at the Museum ticket office. No admission is granted without a valid ticket or tour confirmation. If your ticket or tour confirmation is not valid you may be asked to purchase a new one.

If you have a discounted ticket or tour confirmation, please present a valid ID required for the discount without being asked. Without a valid ID, discounted tickets or tour confirmations are invalid and will be collected.

In the event of late payment, the Museum shall have the right to refuse admission to the exhibition or tour participation irrevocably and without the Visitor being entitled to a replacement. The Museum shall have the right to claim compensation for any damages incurred.

## 6. Cancellations

### 6.1. Online Tickets

If you purchased your ticket via the Stripe payment platform, you may cancel the ticket and request a refund up to 14 days before the date of your visit printed on the ticket. The cancellation fee is CHF 22. The cancellation must be made in written form by e-mail to [info@cgjunghaus.ch](mailto:info@cgjunghaus.ch) or via postal mail. Unused tickets expire. In the event of late arrival, the Visitor is not automatically entitled to a subsequent purchase or refund of the expired services.



If admission to the Museum cannot be granted due to reasons for which the Museum is responsible, Visitors are entitled to a refund of the full admission fee only. A change in the opening hours, the accessibility of rooms or other modalities of visit do not entitle the ticket holder to a refund or reduction of price. If admission to the Museum cannot be granted or is impaired due to force majeure, there is no right to a cost refund and the Museum does not assume any liability.

All further damage claims by Visitors or third parties to the Museum are excluded.

## 6.2. Private Tours

Private tours not taken will be forfeited.

Agreed upon advance or down payments shall be made at least 14 days before the agreed tour date. In the event of late payment, the Museum shall have the right to refuse admission to the exhibition or tour participation irrevocably and without the Visitor being entitled to a replacement. The Museum shall have the right to claim compensation for any damages incurred.

For cancellations of private tours made at least 14 days in advance (date of Museum's receipt of the written cancellation) a cancellation fee of CHF 80 occurs. In the event of late cancellation, no-show, or an unannounced delay of over 15 minutes, the total price will be charged without any right to subsequent attendance of the guided tour.

If admission to the Museum cannot be granted due to reasons for which the Museum is responsible, Visitors are entitled to a refund of the full admission fee. No refund or price reduction may be requested based on a change of the tour start by less than 45 minutes, a change in tour content, or modality.

If admission to the Museum cannot be granted or is impaired due to force majeure, epidemic or pandemic, there is no right to a cost refund and no liability is assumed.

All further damage claims by Visitors or third parties to the Museum are excluded.

## 7. Liability

The Museum is liable within the limits of the law for any proven direct damage incurred by Visitors when using the Museum's services if the damage is proven to be the result of gross negligence or intentional acts on the part of the Museum and reported to the Museum immediately.

Any further liability by the Museum for slight negligence, indirect or consequential damages, such as loss of profit, transmission errors, untimely delivery of tickets and/or tour



confirmations, incorrect price or service information, etc., as well as any liability of the Museum for vicarious agent and for force majeure is excluded in its entirety.

The above exclusions and limitations of liability shall not apply in the event of injury to life, limb or health directly caused by the Museum's culpable conduct, or in the event of mandatory statutory regulations, including provisions of the Swiss Product Liability Act.

In any case shall the Museum's liability not exceed the amount covered by its liability insurance. Visitors will be held liable for any intentional and/or negligent harmful acts.



## 8. Privacy Policy

Personal data of Visitors shall be processed in compliance with the statutory provisions on privacy and data security. Data collection, processing and use happen in automated procedures, and to the extent necessary to fulfill the contractual relationship. Visitors herewith consent to the transmission of the data to third parties commissioned with the execution of the contract, in as far as necessary to fulfill the contracts.

## 9. Final Provisions

Ancillary agreements or amendments to the contract as well as to these GTC require written form. The requirement of written form shall not be superseded by verbal agreement.

If a provision of the contract and/or these GTC in whole or in part is found to be void or loses its legal validity at a later point in time, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced through amendment of the contract by another appropriate provision that comes as close as possible to embodying the economic terms that the contractual parties intended or would have intended had they been aware of the ineffectiveness of the original provision.

The Museum reserves the right to change and adjust the GTC at any time, whereby any changes made are only valid for contracts formed in the future. Swiss law shall apply exclusively for orders from and deliveries to foreign countries. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The place of jurisdiction for all claims related to a booking or order is 8700 Küssnacht. In addition, the Museum shall have the right to file a lawsuit at the place of general jurisdiction of the Visitor.

Küssnacht, March 1, 2021