

General Terms and Conditions for the Purchase of Tickets

The following general and payment conditions apply to the purchase of tickets online for exhibitions or events in Phoenix des Lumières.

1. Contract Conclusion/ Event Dates General

The contractual relationship for the purchase of the products is established between the Phoenix des Lumières and the Customer. Products are only sold to end customers and authorized resellers. In the case of unauthorized resale in their own name and on their own account to other customers, the Phoenix des Lumières reserve the right to withdraw for the period of 30 days after conclusion of the contract.

2. Payment

The payment is made by credit card.

3. Shipping

The tickets ordered online are sent by e-mail to the address specified by the Customer. The ticket must be printed out by the Customer and presented at the entrance of the art centre or shown in digital form on the display of a smartphone or tablet. Entry is only possible when the ticket is presented with a complete barcode.

4. Products

4.1. Group visits

4.1.1 Definition of the fees

In order to qualify for the group rate, the group must consist of at least 20 paying persons (these are the persons who are not eligible for free admission). the maximum number of participants is fifty (50) persons per group.

- Adult groups: this fee applies to all groups of persons aged 18 and over.
- Groups of children: this fee applies to all groups of persons aged 5 to 17.

4.1.2 Reservation

Bookings are mandatory for groups (i.e. with a minimum of twenty (20) paying persons). Bookings can be made exclusively on the website or by sending an e-mail to the sales department gruppen@phoenix-lumieres.com

All group reservations must specify the number of visitors, the name and details of the group leader, as well as the date, time, and service requested

4.1.3 Group access

In order to benefit from the group prices, all of the visitors in the group must be present before going to the ticket office. The group leaders will need to welcome the members of their group outside Phoenix des Lumières venue.

On the day of the visit, the group leader will need to go to the ticket office alone, with his/her confirmation e-mail and with a means of payment (if the reservation fee has not been paid on the online ticket office). Any additional services may be purchased on-site, within the limit of a maximum of fifty (50) persons per group.

Any delay of more than ten (10) minutes will be considered a cancellation, unless the next time slot is available.

4.2 Discounted and Free Products

Discounted and free tickets are only valid together with the relevant evidence.

5. Cancellations

5.1. There is no right of withdrawal for the products according to Section 312 g para. 2 no. 9 the German Civil Code (BGB), even if they are booked online.

5.2. Paid tickets cannot be cancelled.

5.3. Any arrival or non-presence of a group more than ten (10) minutes after the scheduled time shall be considered a withdrawal and the Customer shall not be entitled to a reimbursement, unless the next time slot is available.

The group ticket is non-refundable.

Any cancellation must be requested at least ten (10) days before the date of the visit. If the cancellation occurs within ten (10) working days of the date of the visit, it will result in a cancellation fee.

6. Liability and Reimbursement of the Entrance Fee

If the Phoenix des Lumières culpably violate a material contractual obligation or the damage asserted by the Customer is based on intent or gross negligence, including intent or gross negligence of the representatives or vicarious agents of the Phoenix des Lumières, shall be liable in accordance with

the statutory provisions. For structural or organisational reasons, individual museums or individual departments of the Phoenix des Lumières may be temporarily closed. In this case, the Customer will be offered an equivalent alternative or the price for the product will be refunded. Further claims for damages are excluded in such cases.

No liability is assumed for any failure of an event due to force majeure or other circumstances not attributable to the Phoenix des Lumières.

Insofar as the Customer does not assert any wilful breach of contract on the part of the Phoenix des Lumières, the liability is limited to foreseeable or typical damages. Liability is excluded in all other instances.

If a visitor is banned due to a violation of the usage regulation, there is no entitlement to reimbursement of the price for the respective product (entrance ticket or event ticket).

7. Data Privacy

7.1. In order to settle the contractual relationship upon purchase via the online shop, the name and address as well as e-mail address and telephone number of the Customer are stored and used for the duration of the contractual relationship in accordance with the provisions of the EU General Data Protection Regulation of 25 May 2018. The employees of the Phoenix des Lumières involved in the settlement of the contractual relationship and the employees of the service company commissioned for this purpose and specifically committed to the careful handling of this data have access to this data exclusively for the purposes of contract processing. Customers shall immediately inform the Phoenix des Lumières of any changes to this data.

7.2. With the express consent of the Customer, the name, address, telephone number and e-mail address can also be transferred to a general address file of the Phoenix des Lumières, which is used for visitor support and information.

8. Final Clauses

The Phoenix des Lumières reserve the right to change these conditions at any time without giving reasons. Such changes do not apply to bookings already posted. Should individual provisions be or become invalid or ineffective, this shall not affect the validity of the remaining provisions. The law of the Federal Republic of Germany shall explicitly apply. The sole place of fulfilment for delivery, performance and payment is Dortmund. The place of jurisdiction for disputes with merchants, legal persons under public law and special funds under public law as well as persons who have their domicile or permanent address abroad is Dortmund.