

General Terms and Conditions (GTC) for the VISTA Science Experience Center

changes shall only apply to future agreements.

1. Scope of Application

- 1.1 These GTC apply to all services offered by the Institute of Science and Technology Austria ("ISTA," Am Campus 1, 3400 Klosterneuburg, Austria, <https://ist.ac.at/>) to business and private customers ("Customer") within the Program of the VISTA Science Experience Center ("VISTA"). VISTA is an institution that promotes exchange and dialogue between science and society, whereby all agreements for VISTA services are concluded only with ISTA.
- 1.2 Any general terms and conditions, terms and conditions of purchase or delivery of the Customer shall not become part of the agreement without ISTA having to expressly object to them. In particular, acts of performance by ISTA shall not be deemed to constitute acceptance of any contractual terms and conditions that deviate from these GTC. Any terms and conditions of the Customer whose applicability is referred to in order confirmations, delivery notes, or invoices are hereby rejected.
- 1.3 By booking and/or ordering services from ISTA, the Customer acknowledges the exclusive validity of these GTC in their entirety. ISTA reserves the right to change and adapt the GTC and the house rules of VISTA as necessary, whereby the

2. Services and Contract Closing

- 2.1 The aim of VISTA is to promote understanding of scientific contexts and to make current research – especially that conducted at ISTA – accessible to a broad audience. For this purpose, ISTA offers various services (the "Program"), including exhibition visits at VISTA, workshops, events in the field of knowledge transfer, and other educational and knowledge transfer offers. The Program is free of charge, unless a specific offering expressly states that a fee is to be paid.
- 2.2 Booking requests and changes to them are only valid if they are made in writing, via the VISTA booking platform (<https://www.vistascience.at/en/program>) or directly by email to hello@vistascience.at. The agreement with ISTA is concluded for bookings made via the VISTA booking platform at <https://www.vistascience.at/en/program> with the automatically generated booking confirmation. For individual inquiries sent by email to hello@vistascience.at, the agreement is only concluded once the inquiry has been confirmed by email from ISTA. All communications relating to the contractual relationship must be addressed to

the contact person specified in the order or to hello@vistascience.at.

- 2.3 The booking of services is only valid for the date specified in the order. Failure to attend the beginning or the entire Program does not entitle the Customer to claim the service on an alternative date.

- 2.4 ISTA also reserves the right to cancel or postpone booked services at any time if this is necessary for operational reasons. This applies in particular to overbookings, staff shortages, damage to the VISTA infrastructure, and extreme weather conditions, as well as cancellations or changes for organizational reasons. In the event of cancellation or rebooking of free services by ISTA for objective operational reasons, the Customer waives any possible claims for compensation.

3. Liability

Claims for damages by the Customer on any legal grounds whatsoever, in particular due to delay, impossibility of performance, consequential damage caused by defects, mere financial loss, or due to items left behind, forgotten, or lost in the VISTA area, or for items deposited in free lockers, are excluded, unless they are based on intent or gross negligence on the part of ISTA. The limitation of liability does not apply to personal injury.

4. Supervision of Children and Adolescents

- 4.1 Children under the age of 14 may only access the VISTA premises when accompanied by an adult supervisor. Supervisors (e.g., parents, teachers) are responsible

for supervising those in their care in order to prevent accidents and damage.

- 4.2 ISTA is committed to the well-being and protection of children and adolescents. VISTA's child protection policy is available online at <https://www.vistascience.at/en/vist/kinderschutzkonzept>.

5. Image- and Sound Recordings

- 5.1 ISTA reserves the right to take photographs and videos (including audio recordings) of participants and speakers at VISTA events and to publish these on ISTA websites, in media reports, and on ISTA social media portals. The publication serves to report on ISTA lectures and events and for informational purposes and is not commercial in nature. Image and sound recordings for marketing purposes (e.g., for posters, event flyers) may be processed based on the Customer's separate consent.
- 5.2 The legal basis for the processing of personal data from image and video material is either the consent of the Customer in accordance with Art 6 Abs 1 lit a GDPR or an overriding legitimate interest of ISTA in accordance with Art 6 Sec 1 Subsec f GDPR in conjunction with § 12 Austrian Data Act (*Datenschutzgesetz – DSG*) to fulfill its obligation to inform the public about ISTA lectures and events.
- 5.3 The Customer may revoke their consent to processing at any time with effect for the future in accordance with Point 6.5 or, if there are reasons for this arising from the Customer's particular situation, object to processing at any time in

accordance with Point 6.5. If images are created by the Customer on the basis of their consent for marketing purposes (e.g., for posters, flyers for events), they may revoke their consent until the print order is placed.

5.4 ISTA processes Customer data until the Customer revokes or objects to the processing, but at the latest until the data is no longer required to fulfill the purpose for which it was stored, or if storage is or becomes inadmissible for other legal reasons. In particular, the storage period depends on the following criteria:

- (a) Type of image (number of people, environment depicted);
- (b) Context in which the image was taken (public event, lecture, etc);
- (c) Suitability for use on ISTA websites and social networks;
- (d) Suitability for presenting the history of the institute;
- (e) Suitability for use in anniversaries and annual reports;
- (f) Degree of interference with confidentiality interests; and
- (g) Suitability for archiving.

5.5 In addition, image and/or video material (including audio recordings) will be stored until the conclusion of any legal disputes in which it may be required as evidence. Image and/or video material (including audio recordings) will be published for the purposes specified above, i.e., made accessible to the general public. If necessary, the image and/or video material (including audio recordings)

will be transmitted to third parties (e.g., agencies, printing companies) necessary for the implementation of the advertising measure.

6. Privacy Policy

6.1 ISTA processes personal data exclusively within the framework of the applicable Austrian data protection regulations and the General Data Protection Regulation (GDPR).

6.2 **Contact:** Questions regarding data processing by ISTA as the controller should be addressed to the following contact:

Data Protection Officer of the
ISTA
Am Campus 1, A-3400
Klosterneuburg, Austria
Tel: +43 (0) 2243 9000
E-Mail: dataprotection@ist.ac.at

6.3 **Collection and processing of data:** ISTA processes the personal data that the Customer (and, where applicable, visitors) provides to ISTA as a contractual partner by means of information provided in the context of an inquiry or registration or when concluding an agreement. Data processing is carried out for the purpose of communicating with the Customer or for the performance of the agreement. This includes the initiation, conclusion, and execution of the agreement as well as the assertion of any related claims. For this purpose, the following personal data of the Customer (or visitor, both referred to as “**data subject**”) is processed:

- (i) Name, date of birth, and contact details of affected persons and any contact persons and third parties;

- (ii) Electronically created and archived documents) such as correspondence).

The legal basis for data processing is the initiation and fulfillment of an agreement in accordance with Art 6 Sec 1 Subsec (b) GDPR.

- 6.4 **Data storage and disclosure of personal data:** The data will be stored and retained in personal form until the end of the business relationship or until the expiry of the warranty, guarantee, limitation, and statutory retention periods applicable to ISTA, and beyond that until the end of any legal disputes in which the data is required as evidence; or until the end of the third year after the last contact with ISTA in personal form. Access to the disclosed personal data is granted to the ISTA personnel involved in the processing and the process. In addition to the respective commissioning department, this includes the legal department. Personal data will only be passed on or transferred by ISTA to third parties if this is necessary for the purpose of agreement processing or billing, or if the data subject has given their prior consent. The data subject has the right to revoke their consent at any time with effect for the future. If the processing of personal data is based on consent, the stored personal data will be deleted if the data subject revokes their consent to storage, if the data is no longer required to fulfill the purpose for which it was stored, or if storage is prohibited for other legal reasons or becomes inadmissible. Data for billing and accounting purposes is not affected by a request for deletion.

- 6.5 **Rights of data subjects:** Pursuant to Art 15 GDPR, data subjects have

the right to obtain information about their personal data stored by ISTA at any time. They also have the right to have incorrect or incomplete personal data corrected in accordance with Art 16 GDPR, to restrict processing in accordance with Art 18 GDPR, or – apart from mandatory data processing for business transactions – to have their personal data deleted in accordance with Art 17 GDPR, as well as the right to data portability in accordance with Art 20 GDPR. Data subjects may make changes or revoke their consent to data processing at any time with future effect in accordance with Art 21 GDPR. Data subjects can contact the contact person mentioned in Point 6.2 for this purpose. Furthermore, data subjects have the option of lodging a complaint with the data protection authority.

7. Customer behavior, house rules

The customer undertakes to comply with VISTA's house rules. These are available on the internet at <https://www.vistascience.at/en/hausordnung>.

8. Place of Jurisdiction and applicable law

- 8.1 For all business clients as well as consumers who are not domiciled or habitually resident in Austria and are also not employed in Austria, the court with jurisdiction for Vienna, Innere Stadt, shall be competent for all disputes arising from and in connection with agreements relating to the Program, including these GTC.
- 8.2 Agreements with ISTA, including these GTC, are subject to Austrian

law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

9. Final Provisions

- 9.1 The invalidity, inadmissibility, or ineffectiveness of individual provisions of these GTC and the other components of the agreement shall not affect the validity of the remaining provisions of the agreement. In the event of the invalidity, inadmissibility, or ineffectiveness of individual provisions of these GTC or other components of the agreement, those agreements shall be deemed to have been made which are legally valid and come closest to the purpose of the invalid, inadmissible, or ineffective provision. The same shall apply in the event of a gap in the agreement.

ISTA reserves the right to amend and update these GTC at any time in accordance with the applicable provisions of Austrian and European law, whereby the amendment shall only apply to future agreements.

The currently valid version of these GTC is also available on the Internet at

<https://www.vistascience.at/en/agb>

- 9.2 In case of any ambiguities, the German language version of these GTC shall prevail.

Klosterneuburg, 9 October 2025