

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

### 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 changes shall only apply to future agreements.

### 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 The services provided as part of the Sommercampus are subject to a participation fee and are therefore chargeable. The Sommercampus aims to give children and young people in grades 1-3 and 4-6 an in-depth insight into science and research as part of a week-long, supervised holiday camp. The aim is to promote an understanding of scientific contexts in a playful manner and using a science education approach. The program is aimed at participants who have completed school grades 1-3 or 4-6 at the time of the camp.
- 2.3 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 by email to [hello@vistascience.at](mailto:hello@vistascience.at). The agreement with ISTA is concluded for bookings made via the VISTA booking platform at

<https://www.vistascience.at/en/program> as well as for individual enquiries upon receipt of the booking confirmation sent by ISTA in writing or by email, whereby any participation fees must be paid in advance ("conclusion of contract"). ISTA is entitled to refuse booking enquiries or to accept them only in part. Clauses 2.5 and 2.6 apply *mutatis mutandis*. All communications relating to the contractual relationship must be addressed to the contact person specified in the order or to [hello@vistascience.at](mailto:hello@vistascience.at).

2.4 Special conditions of participation apply to services provided as part of the Summercampus, Vifzack Academy and Young Talents Club. These are available online as follows (in German language):

- (i) For Sommercampus:  
[\[https://a.storyblok.com/f/285927982159508/x/c7deaa4c47/teilnahmebedingungen-sommercampus-2026.pdf\]](https://a.storyblok.com/f/285927982159508/x/c7deaa4c47/teilnahmebedingungen-sommercampus-2026.pdf)
- (ii) For Vifzack Academy:  
[\[https://a.storyblok.com/f/285927982159508/x/4d6359f263/teilnahmebedingungen-vifzack-academy-2026.pdf\]](https://a.storyblok.com/f/285927982159508/x/4d6359f263/teilnahmebedingungen-vifzack-academy-2026.pdf)
- (iii) For Young Talents Club:  
[\[https://a.storyblok.com/f/285927982159508/x/8f5dd393d2/teilnahmebedingungen\\_yc.pdf\]](https://a.storyblok.com/f/285927982159508/x/8f5dd393d2/teilnahmebedingungen_yc.pdf).

2.5 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.

2.6 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. Right of Withdrawal

3.1 If the Customer is a consumer and has booked a chargeable service from the Program, they have the right to withdraw from their contract with ISTA within fourteen days of receiving the booking confirmation (see Clause 2.3; "Withdrawal Period").

3.2 To exercise their right of withdrawal, Customers must inform ISTA of their decision to withdraw from the contract by means of a clear statement. Customers may use the model withdrawal form provided by ISTA, but this is not mandatory (<https://a.storyblok.com/f/285927982159508/x/48eceb383b/ista-muster-widerrufsformular.pdf>).

3.3 To comply with the Withdrawal Period, it is sufficient for the Customer to send the notification of exercising their right of withdrawal to the following recipient before the Withdrawal Period expires:

*Institute of Science and  
Technology Austria (ISTA)  
Am Campus 1, 3400  
Klosterneuburg  
[hello@vistascience.at](mailto:hello@vistascience.at)*

3.4 If the Customer withdraws from the contract, ISTA shall refund all payments it has received from the Customer without delay and at the latest within fourteen days of the day on which ISTA received notification of the revocation of the contract. Under no circumstances shall the customer be charged any fees for this refund.

3.5 The right of withdrawal pursuant to this Clause 3 applies exclusively to contracts between ISTA and Consumers (according to the Austrian Consumer Protection Act, § 1 KSchG) for services provided in return for payment.

#### 4. 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.

#### 5. Supervision of Children and Adolescents

5.1 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.

5.2 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/visit/kinderschutzkonzept>.

#### 6. Image- and Sound Recordings

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

## 7. Privacy Policy

- 7.1 The current version of ISTA's data privacy statement is available online at <https://ista.ac.at/en/data-protection/>. Data processing within the scope of the contractual relationship is carried out in particular in accordance with sections 4.9 and 4.10 of the privacy policy.
- 7.2 ISTA also processes additional personal data for bookings made for Sommercampus, Vifzack Academy and Young Talents Club. The relevant data privacy statements are

available online as follows (in German language):

- (i) For the Sommercampus: [<https://a.storyblok.com/f/285927982159508/x/9bf66cb7d2/datenschutzerklärung-sommercampus-2026.pdf>]
- (ii) For Vifzack Academy: [<https://a.storyblok.com/f/285927982159508/x/e6812e6fe4/datenschutzerklärung-vifzack-academy-2026.pdf>]
- (iii) For Young Talents Club: [[https://a.storyblok.com/f/285927982159508/x/8f5dd393d2/teilnahmebedingungen\\_ytc.pdf](https://a.storyblok.com/f/285927982159508/x/8f5dd393d2/teilnahmebedingungen_ytc.pdf)].

## 8. 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>.

## 9. Place of Jurisdiction and applicable law

- 9.1 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.
- 9.2 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).

## 10. Final Provisions

- 10.1 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.
- 10.2 The currently valid version of these GTC is also available on the Internet at  
<https://www.vistascience.at/en/agb>.
- 10.3 In case of any ambiguities, the German language version of these GTC shall prevail.

Klosterneuburg, 27 February 2026