# General terms of sales conditions

The following terms of sale shall apply ipso facto and with no restriction whatsoever to all orders placed on the website www.chateauversailles.fr of the public institution of the "Musée & Domaine National de Versailles – EPV" (the Museum and national estate of Versailles), the headquarters of which is based at the château de Versailles, RP 834, 78008 Versailles cedex. These terms may be amended without prior notice. By purchasing an admission ticket to the Château de Versailles, the Customer shall implicitly and without any reservations whatsoever adhere to the terms of sale outlined herein.

The terms of sale shall apply with the exception of all other terms of sale, especially those applicable to sales on the spot or by partner sales networks.

**Article 1 - Price and number of admission tickets**

1.1 The prices of admission tickets shall be specified in euros net of taxes.

1.2 At the moment, only full-fare single tickets and some guided tours shall be on sale on the EPV website.

1.3 Visitors eligible for a reduced fare or free admission (http://en.chateauversailles.fr/prepare-my-visit-/single/tickets-and-rates/tickets-and-rates/free-or-reduced-admission-1) ought to have a ticket issued to them on the spot upon presentation of a valid identification paper and the related supporting documents.

1.4 Within the framework set out by Decree N°2004-836 of 20 August 2004 adopted in pursuance of Article 1341 of the Civil Code, EPV has opted to cap the amount of each order. As a result, the total number of tickets that can be bought per person shall not be more than 15, regardless of the price per ticket.

1.5 All orders, regardless of their origin, shall be payable in euros.

1.6 The prices applicable shall be those in force at the day the order is placed, although EPV reserves the right to make adjustments to the said prices without prior notice. The services shall be billed based on the prices in force at the date of registration of the orders.

1.7 The tickets sold on the Internet shall not constitute a priority access pass.

**Article 2 - Availability**

The Public institution of the "Musée & Domaine National de Versailles – EPV" (the Museum and national estate of Versailles) is selling a pre-determined number of tickets on its website. It equally reserves the right to either increase or reduce the number of tickets put on sale.

The ticket shall be sold for a specific visiting day chosen by the customer.

Tickets shall be bought in real time. To ease the process, the website shall provide you with information on the availability of tickets at the time of placing your order.

"Mon panier" (My basket) shall allow you to crosscheck whether the order placed actually meets your expectations. As long as the payment has not been registered or saved, you shall still have the possibility on the "Mon panier" page to modify the content of your order.

For any request for cancellation after a transaction has been validated, kindly refer to Article 9 hereinafter.

**Article 3 – Information about the tickets sold**

The website shall present the key features of the tickets sold:

Identification of the author of the sales offer:

Public institution of the "Musée & Domaine National de Versailles – EPV (the Museum and national estate of Versailles)

SIRET N°: 180 046 260 00014 – Code APE / 925 C

Direction du Développement Culturel (Department of Cultural Development)

Pavillon Dufour – RP 834

78008 Versailles Cedex (France)

Dimensions of printing of bar code on paper base, regardless of the format thereof;

Content of offer associated with the ticket. The specifications of the services attached to each ticket sold are open to changes. Consequently, the photographs and literature describing the services attached to the tickets are not contractually binding;

Prices in euros;

Date of validity of the offer.

**Article 4 - Payment**

4.1 Payment by bank card shall enable you to buy your tickets on-line and in a definitive manner. The cards accepted for the payment of an order shall be cards of the following networks:

Carte Bleue / Visa / Eurocard / Mastercard

JCB

American Express

4.2 The Public institution shall have the obligation to issue, in two copies, a transaction supporting document comprising:

The date, time and amount of the transaction

A copy shall be delivered to you by e-mail.

**Article 5 - Securing payments and personal data**

5.1 Securing payments

The EPV website shall be equipped with a security system.

EPV has opted for the PAYBOX SYSTEM secure payment solution that uses the SSL encryption procedure. Via this system, the customer's bank references shall be protected, as only the payment authorisation codes issued by the banks shall be retained.

EPV equally guarantees that the cryptology resources and services used to secure the transactions have been granted due authorisation or notification in pursuance of the law in force.

5.2 Personal data

5.2.1 - Your personal information and data shall be needed to manage your order and your relations with EPV. These shall be stored in the EPV database. The data shall be stored in your personal account by EPV. They shall be used to properly manage your transaction. In addition, once these data have been recorded, they shall equally be used to rapidly manage any subsequent transactions you shall carry out.

The data shall subsequently be used to contact you, where possible, in the event of cancellation or change in the date, time or service for which you have bought the tickets under the terms of Article 9.1 hereinafter.

Pursuant to the law on "Information technology and freedoms" (loi "informatique et libertés") of 6 January 1978, you shall be entitled to the rights of access to, of rectification and of deletion of your personal data that can be exercised at the level of the Customer Service (the address of which is mentioned in Article 10 hereinafter) by mentioning your names, address and, where possible, your customer reference. Your letter must be signed and be supported with an identification paper bearing your signature. Thereafter, a reply will be sent to you within a period of 02 months upon receipt of your request.

The automated processing of the personal information of the customer, especially the management of customer e-mails, was the subject of a notification issued by EPV to the CNIL.

5.2.2 - Through us, depending on the choices you shall make on the registration form, you may equally be eligible to receive offers or information via e-mail or postal mail from EPV and its partners. In case you do not wish to feature in our records, you should kindly indicate this in your transactions by clicking on the appropriate module.

In case you do not wish to do so any longer, you may make your request to us at any time whatsoever by specifying this in "My Account" under the heading "Personal information".

5.3 Cookies

EPV uses cookies to provide its customers with the best quality of services possible:

"Session cookies" that are indispensable to the smooth operation of a commercial website are used to run your shopping basket and to display the special offers designed for you. They shall be destroyed once you log out of the website.

"Disk" cookies collect used data in an anonymous manner for statistical purposes (frequency of visits, etc.)

You can deactivate the use of cookies by selecting the appropriate settings of your Internet browser. However, the deactivation of cookies can hinder the use of certain functionalities of the website. By using this website, you are expressly agreeing that these nominative data be processed under the conditions and for the ultimate purposes specified hereinabove.

**Article 6 - Validation**

You are hereby confirming that you have reviewed these General Terms and Conditions of sale prior to placing your order and actually adhere thereto. The validation of your order shall therefore be tantamount to acceptance of these general conditions of sale.

Unless proven otherwise, the data recorded shall serve as proof of all of the transactions carried out by EPV and its customers.

**Article 7 - Confirmation of order**

Your order shall only be finally confirmed and be binding on EPV upon receipt of the e-mail sent by the contact Centre confirming that the order has been effectively validated.

Consequently, we are hereby requesting you to check your –mail.

Also, the archiving of orders and supporting documentation as proof of payment shall be made available on a reliable and irreversible format in a bid to obtain a faithful and durable copy, in pursuance of Article 1348 of the Civil Code.

**Article 8 - Acquisition of tickets**

8.1 - The method of acquiring tickets is described hereinafter:

Step1: Select a ticket or the date of your visit

Step 2: Choose the date of your visit or your ticket

Step 3: Select number of desired tickets

Step 4: Add tickets to shopping basket and verify its contents

Step 5: Login and register on the website

Step 6: Make payment by entering your credit card number on the Paybox page

Step 7: Receive the acknowledgement of confirmation of your order

8.2- For any payments, the debiting shall be carried out once the order has been validated on the EPV website. The debiting of the bank card shall be conducted separately from the printing.

8.3 - The proof of payment shall be sent to the e-mail address of the sender that you had mentioned in the course of placing the order.

**Article 9 - Cancellation and reimbursement**

9.1 - No ticket shall be reimbursed, returned or changed, unless where the related service is cancelled by EPV. Moreover, no ticket can be resold at a price higher than that of its face value.

9.2 - Upon announcement of a cancellation or change in the date or time of the service for which you bought tickets and for which EPV is accountable, you shall agree that your customer service, where possible, should use the address and telephone number you provided when placing the order to inform you on the course of action to be taken.

9.3 - Pursuant to article L 121-20-4 of the Consumer Code, the sale of admission tickets into a museum is considered as delivery of a leisure service, and shall not give rise to any retraction period.

9.4 - Any claims, irrespective of the nature thereof, must be addressed in writing to the Customer Service (the address of which is specified in article 10 hereinafter) by the date of the visit at the latest.

Article 10 - Customer Service

For any information or queries, our Customer Service is readily available:

Telephone: 01 30 83 78 00, from Mondays to Sundays as from 9am to 5 pm

For international calls, dial: +33 1 30 83 78 00

Should you prefer to write, send your letter to:

Établissement Public du Musée et du Domaine National de Versailles (EPV)

Direction du Développement Culturel

Pavillon Dufour – RP 834

78008 Versailles Cedex

Article 11 - Responsibility

You should check the ticket(s) and the confirmation of the online purchase at the time they are issued or received in your e-mail box.

EPV shall in no case whatsoever be held accountable for the non-performance of an order that may be due to a case of force majeure, or a circumstance beyond its control, including especially disruption of transportation facilities, strikes, unsafe weather conditions, fire, etc.

Finally, you alone shall be accountable for the use by yourself or by a third party of the tickets sold.

Article 12 - Applicable law – Disputes

The sale of tickets mentioned in the foregoing General Terms and Conditions of Sale shall be governed by French law. Should any disputes arise, the authority to give a ruling shall rest exclusively with the courts of Versailles.

**7 ANTI-FRAUD MEASURES**

To combat fraud, in particular bank card fraud, Digitick reserves the right to use your personal data to allow it to contact you, to ask for proof of your identity and, where applicable, to ask the promoter to cancel the ticket(s) purchased.

Your bank card will be re-credited at the end of the operation.

**8 PROCESSING OF PERSONAL DATA**

**8.1** Collection of personal data

When you place an order, Digitick collects certain personal information and data from you such as, in particular but without limitation, your full name, e-mail address and mobile phone number.

Pursuant to French Data Protection Act No. 78-17 of 6 January 1978, the processing of the personal information of users of Digitick services has been declared to the French Data Protection Authority (CNIL) (declaration no: 1256034).

**8.2** Purposes of the processing

Your personal information and data are required to manage your order and our business relationship. Your personal information and data will also be stored for security purposes and to ensure compliance with the statutory and regulatory provisions on data storage. Moreover, Digitick

may use the said data and information to improve and customise the services it proposes to you and the information it sends you.

This data will be used within the framework of the processing and tracking of your order and in the event that the relevant event is postponed or cancelled.

If the promoter of an event informs Digitick of any decision affecting the holding of the event (such as the cancellation or postponement of the event or a venue change), you hereby authorise Digitick to use the contact details provided when you placed your order to inform you of any such modifications and the procedures to be followed.

**8.3** Data recipients

For order processing and tracking purposes, companies with a contractual relationship with Digitick may have access to this data, provided that they have agreed to protect the strict confidentiality of this data (promoters of the Event, external points of sale used to place the order, technical service providers, etc.).

**8.4** Your consent

You may wish to authorise Digitick to send you its newsletters and information on upcoming events organised by its partners by SMS or e-mail.

You may also wish to receive commercial offers from Digitick's contractual partners (promoters and partner websites under the affiliate program, in particular) by SMS or e-mail. If you change your mind, and no longer wish to receive information from Digitick and its partners, please send an e-mail to hotline@digitick.com.

**8.5** Right to prevent processing, access your data and have it corrected

Pursuant to the French Data Protection Act of 6 January 1978, you have the right to access your personal information and to have inaccurate information corrected. You may also prevent the processing of your personal data, on legitimate grounds.

To exercise your rights, please contact us by e-mail: hotline@digitick.com or post: Digitick, Relations Clientèle, 35 Quai du Lazaret, 13002 Marseilles

Pursuant to the regulations in force, please ensure that you sign your letter, enclose a photocopy of proof of your identity containing your signature and specify an address for our reply.

## 9 ORDER VALIDATION - ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF SALE

Before confirming your order, you must confirm that you unconditionally accept these general terms and conditions of sale in full, by ticking the box provided.

Unless proved otherwise, the data registered by Digitick will constitute proof of the transactions you have concluded on www.digitick.com.

## 10 DELIVERY OF THE TICKETS

Once your purchase has been confirmed, you can choose how you wish to have your ticket delivered:

- postal delivery

- e-ticket: ticket printed by you on A4 paper

- m-ticket: ticket downloaded in the form of an image using a smartphone

By accepting these general terms and conditions of sale, you are also deemed to accept the terms of use governing e-tickets and m-tickets.

M-tickets are not available for all events as some promoters lack the equipment required to scan mobile tickets. You will be informed when placing your order if m-tickets are available. If they are not available for your order, you must print out your ticket or arrange for it to be delivered to you by post. Failing this, you may not be admitted to the event.

In order to use an m-ticket, you need to have a French smartphone. In certain cases, you may need to contact your mobile phone operator to configure your phone for m-tickets. If you choose to receive an m-ticket, you will receive a push SMS giving you direct access to your ticket. If you lose or do not receive the SMS, Your Digitick ticket is also available on the Digitick website.

In order to use an e-ticket, you need to have a printer to allow you to print out your ticket on an A4 sheet of white paper. You can print it out in black and white or in colour, it makes no difference.

## 11 DIGITICK TICKET CHECKS

Depending on the measures adopted by the promoter to satisfy French fiscal requirements, in particular for sporting events, the promoter may provide you with a standard ticket (with two detachable stubs) after checking your Digitick ticket.

**11.1** Ticket checks

The event promoter will be responsible and liable for checking your ticket for admission to the event using a barcode scanner. If several purchases were made online or using a mobile phone, one ticket will be issued for each purchase containing a numerical seat code displayed on the ticket in the form of a barcode, to be verified for admission to the event venue.

The promoter uses the seat code to identify the purchaser and access the details of the order.

A seat code cannot be presented more than once for admission to the venue.

**11.2** Identity checks

The promoter reserves the right to check your identity for admission to the event venue. Accordingly, you must ensure that you have an official and valid form of photo identification with you: ID card, passport, driving licence or residence permit.

## 12 USE AND VALIDITY OF TICKETS

**12.1** Reselling tickets

Each ticket is personal and for a named person and can only be resold in compliance with French Act No. 2012-348 of 12 March 2012 on the organisation of sporting and cultural events, under which the sale of tickets for cultural or sporting events on a regular basis, without the express authorisation of the promoter or the holder of the relevant exploitation rights, is prohibited and offenders may face criminal prosecution.

**12.2** Reproduction of tickets

You may not reproduce, duplicate or forge a ticket in any way whatsoever. You may not reproduce tickets and you have nothing to gain from reproducing tickets.

The promoter may refuse to grant you admission to the event venue if it discovers that several printouts or reproductions of a printable ticket are in circulation and that somebody holding a printout or reproduction has already been granted admission to the event venue.

As the promoter is not required to check the identity of the person holding the e-ticket or to check the authenticity of the e-ticket, given that it is difficult to detect a copy of an e-ticket, only the first person presenting the ticket or a reproduction of the ticket will be admitted to the event venue. This person is presumed to be the lawful holder of the ticket.

In such a case, if the person holding an e-ticket is refused admittance to the event venue, no refund will be given for the ticket.

The person who reproduced the ticket and the person who used a copy of the ticket may face criminal prosecution.

**12.3** Validity of tickets

Tickets are valid solely for the relevant event, on the date, at the time and under the terms and conditions stated on the ticket. All tickets must be retained until the end of the event.

**13 RIGHT TO CANCEL, REFUNDS AND EVENT CANCELLATION**

**13.1** Champ d'application

These provisions shall apply to every tickets sold on www.digitick.com website, with the exception of the exchangeable or refundable tickets, under the terms and conditions described in Article 13.

**13.2** No right to cancel

Pursuant to Article L 221-28 of the French Consumer Code (Code de la Consommation), consumers do not have a right to cancel purchases of tickets for shows.

**13.3** Refunds and exchanges

We will not exchange or refund any tickets that you purchase (unless the event is cancelled as provided for in Clause 13.4), even if the ticket has not been used.

**13.4** Cancellation or postponement of an event

If an event is permanently cancelled, the ticket will be refunded solely to the original purchaser once the ticket has been returned.

Only the price of the ticket will be refunded. Digitick will not refund handlings costs. No ancillary costs of any kind whatsoever (assurance annulation, transport, hotels, car parks etc.) will be refunded and no compensation will be payable for these costs.

Furthermore, refund requests will only be processed if received within no more than two months of the cancellation of the event.

Moreover, refund requests will only be processed if they are submitted, along with a valid bank account identification slip, within two months of the cancellation of the Event, subject to any more restrictive conditions imposed by the event promoter. In such cases, Digitick shall inform customers of these conditions by e-mail.

Any request that does not satisfy these conditions will be rejected. It is also specified that in its capacity as a broker, Digitick may not use the funds it collects on the event promoter's behalf as it sees fit and on average, these funds are transferred to the promoter within five days of the event.

If the event is postponed, the event promoter's special terms and conditions will apply for any refund, if applicable, or exchange of the ticket. In all cases, if the ticket is exchanged, the new ticket will be issued to the original purchaser only once the original ticket has been returned.

## 14 LIABILITY

**14.1** Digitick's liability

Digitick is liable to its customers for the proper fulfilment of the obligations applicable to distance contracts, pursuant to the fourth paragraph of Article 121-20-3 of the French Consumer Code.

Digitick disclaims all liability in the event that the service is unavailable on account of a force majeure event, in particular:

- Any type of fault in the subscriber's IT equipment,

- Unforeseeable and irresistible circumstances for a third party to the contract,

- Unavailability of the Internet network.

**14.2** Liability for the loss or theft of your ticket

Digitick is not liable for the loss, theft or unlawful use of the ticket.

**14.3** Liability for the event

Digitick is not liable for the holding of the event (changes to the content, cast, players or time) or the cancellation of the event, where applicable.

Likewise, Digitick disclaims all liability for any damage sustained, howsoever caused, to the belongings, objects or equipment brought to the event by members of the audience. The event promoter is liable for this damage, where applicable.

**14.4** Your liability at the event

Each promoter establishes a specific set of rules governing the organisation of each event. These rules can be found on the promoter's website or at the entrance to the event venue or the promoter may provide you with a copy of these rules. By purchasing a ticket, you are deemed to accept the internal rules applicable at the event venue. You agree to strictly comply with the promoter's rules and will be liable for any breaches of these rules.

## 15 SUPPORT CENTER, MEDIATION AND SETTLEMENT OF DISPUTES

**15.1** Support Center

If you require any further information or wish to order tickets by telephone, please contact the Digitick Support Center by calling 0892 700 840 (€0.34 inclusive of taxes/min).

If you have a question concerning your order, please contact the Digitick After-Sales Service by completing the formular available at the following address http://hotline.digitick.com/ or calling 04 91 05 58 52 (cost of a local call).

The Support Center and After-Sales Service are open from Monday to Saturday, from 7 a.m. to 8 p.m.

**15.2** Mediation

Digitick adheres to the Code of Conduct produced by the Fédération des Entreprises de Vente à Distance (FEVAD) and the E-Commerce Mediation system.

If you are not satisfied with the way a complaint has been handled by our Support Center, other alternative dispute resolution procedures may be used, in particular the FEVAD mediation procedure and the E-Commerce Mediator.

Customers may submit their applications for alternative dispute resolution to the FEVAD mediation department, free of charge, using one of the following methods:

• By e-mail: relationconso@fevad.com

• Using an online form

• By post: 60 Rue la Boétie - 75008 Paris

If no agreement is reached within the prescribed time, customers may refer the matter to the E-Commerce Mediator, as a last attempt to reach an out-of-court agreement.

**15.3** Disputes

Ticket sales on Digitick's website are governed by French law. Any dispute that cannot be resolved out-of-court will be subject to the exclusive jurisdiction of the French courts.

Any dispute that cannot be resolved out-of-court, relating to the conclusion, interpretation, performance or termination of the contract entered into between Digitick and the customer, including in the event of third party claims for indemnity or multiple defendants, will be subject to the jurisdiction of the Courts for the place where the defendant resides or the court for the place of the actual delivery of the item purchased.

**16 APPLICABLE LAW – DISPUTES**

Ticket sales on Digitick's website are governed by French law.

Disputes shall be subject to the exclusive jurisdiction of the French courts.

**TERMS OF USE E-TICKETS**

Your ticket is governed by Digitick's general terms and conditions of sale and the following special terms and conditions, which you accepted prior to purchasing your ticket.

1. Validity

In order to be valid, e-tickets must be printed on an A4 sheet of white paper, blank on both sides.

A good quality printout is required. Tickets that are partially printed, dirty, damaged or illegible will not be accepted and will be treated as invalid.

In the event of an incident or problems with the quality of the printed ticket, you will need to reprint your pdf or jpg file.

The printed ticket will be accepted if the information written on the ticket and the barcode can be easily read.

2. E-ticket checks

You will only be admitted to the event if your e-ticket is valid.

We strongly advise you to arrive at least 30 minutes before the start of the event.

When your ticket is checked, you will need to show an official and valid form of photo identification: ID card, passport, driving licence or residence permit. An official family record book (livret de famille) is accepted for children.

In certain cases, the promoter may provide you with a standard ticket (with two detachable stubs) after checking your e-ticket.

Moreover, the price stated on the “standard” ticket handed over to you may not include Digitick’s commission.

3. Use of e-tickets

E-tickets are non-exchangeable and non-refundable, unless the event is cancelled.

E-tickets are personal tickets. If you wish to transfer them to another person, you must change the forename and surname stated on the ticket via your Digitick account.

E-tickets are valid solely for the relevant event, on the date and under the terms and conditions stated on the ticket. Your e-ticket must be retained until the end of the event.

You may not reproduce, duplicate or forge a ticket in any way whatsoever. Any person reproducing the ticket or using a copy of the ticket may face criminal prosecution.

If you fail to comply with any of the foregoing rules, your ticket will be deemed invalid.

4. Liability

Digitick disclaims all liability for any faults that may occur during the ordering, processing or printing of the ticket unless Digitick deliberately caused them.

Likewise, Digitick is not liable for the loss, theft or unlawful use of the ticket.

**TERMS OF USE M-TICKETS**

Your ticket is governed by Digitick’s general terms and conditions of sale and the following special terms and conditions, which you accepted prior to purchasing your ticket.

1. Telephone requirement

M-tickets for admission are only valid when displayed on the screen of a smartphone.

2. Access to the ticket

M-tickets can be accessed using the Digitick application, which can be downloaded from the App Store or Android Market, and via Digitick’s mobile website.

3. M-ticket checks

Your m-ticket will be checked for admission to the event. We strongly advise you to arrive at least 30 minutes before the start of the event.

When your ticket is checked, you will need to show an official and valid form of photo identification: ID card, passport, driving licence or residence permit. An official family record book (livret de famille) is accepted for children.

Your ticket must be legible. This is the case if the information on the ticket and the barcode can be easily read.

4. Liability

On the day of the event, Digitick disclaims all liability for the loss or theft of the mobile phone containing your m-ticket.

Digitick is not liable for access to mobile operator networks on the day of the event.

Digitick disclaims all liability for any faults that may occur during the ordering or processing of your m-ticket unless Digitick deliberately caused them.

5. Use of m-tickets

M-tickets are non-exchangeable and non-refundable, unless the event is cancelled.

M-tickets are personal tickets. If you wish to transfer them to another person, you must change the forename and surname stated on the ticket via your Digitick account.

M-tickets are valid solely for the relevant event, on the date and under the terms and conditions stated on the ticket. In all other cases, they will be deemed invalid. Your m-ticket must be retained until the end of the event.

You may not reproduce, duplicate or forge a ticket in any way whatsoever. Any person reproducing the ticket or using a copy of the ticket may face criminal prosecution.

If you fail to comply with any of the foregoing rules, your ticket will be deemed invalid.