

General Terms & Conditions of Online Sale - Individual tickets Musée national Picasso - Paris

Any order by a natural or legal person (hereafter called "the CUSTOMER") of an Individual Ticket (hereafter called "TICKET") made on the pages dedicated the online sale of Individual Tickets of the https://billetterie.museepicassoparis.fr website managed by the **Musée national Picasso - Paris**, a public establishment of an administrative nature, whose registered office is located at 5 rue de Thorigny - 75003 Paris, SIRET No. 130 012 172 00016, (hereafter called the "PICASSO MUSEUM - PARIS"), is exclusively governed by these General Terms & Conditions of Sale.

The CUSTOMER acknowledges having become aware of these General Terms & Conditions of Sale before confirming their order. The confirmation of the order is deemed to be acceptance of all the General Terms & Conditions of Sale by the CUSTOMER.

The PICASSO MUSEUM - PARIS reserves the right to adapt or change these Terms & Conditions of Sale at any time. In the event of a change, the General Terms & Conditions of Sale in force on the day the order was placed will apply.

ARTICLE 1 - PURPOSE OF THE GENERAL TERMS & CONDITIONS OF SALE

The purpose of these General Terms & Conditions of Sale is to lay down the contractual provisions between the PICASSO MUSEUM - PARIS and the CUSTOMER as well as the conditions applicable to any TICKET order made on the https://billetterie.museepicassoparis.fr website.

ARTICLE 2 - CHARACTERISTICS OF THE TICKETS OFFERED FOR SALE

The TICKETS offered for sale and covered by these General Terms & Conditions of Sale are as follows:

- The full and reduced price Museum Ticket. The ticket allows priority access to the museum within half an hour of the time indicated on the ticket;
- The Museum Ticket + full and reduced price videoguide. A valid identity document or a passport will be requested when collecting the videoguide.
- The Museum Ticket + thematic visit at full or reduced price: this ticket gives access to the museum and to the guided visit organised for individuals.
- The Picasso Pass, young, solo, duo, family at full price (and reduced price for partners + minimum social benefits etc.). These membership cards must be collected from the museum's reception or sent by post if the customer has sent their photo by e-mail to picassopass@museepicassoparis.fr
- Gift vouchers that will allow purchases to be made online or directly at the PICASSO MUSEUM PARIS using the code shown on the ticket.
- The visit + activity family Ticket at full or reduced price that includes access to the visit and admission.
- The Museum Ticket + cultural event at full or reduced price (talks, 'behind the scenes' collections, shows, etc.). Certain events can accessed free of charge on presentation of a valid museum admission ticket within the limit of the places available.

The CUSTOMER is informed, in real time, when placing their order, of the availability of the desired TICKETS.

Unless otherwise indicated, the total number of TICKETS combined per booking per person may not be greater than: 6

ARTICLE 3: TICKET PRICES

The prices of the TICKETS are those stated on the https://billetterie.museepicassoparis.fr website at the time of the order. They are indicated in euros including tax.

The total price at the time of the confirmation of the order is the definitive price, including all taxes and handling fees. It is restated in the e-mail confirming the order and the summary of the order

The PICASSO MUSEUM - PARIS reserves the right to changes its prices after deliberation of its Board of Directors, on the decision of its chairman, for publication on its website. TICKETS will be charged on the basis of the prices in force at the time of the recording of the orders.

The website proposes several prices which vary according to the type of visit in question as well as the age or the situation of the beneficiary of the right to admission. Visitors who may qualify for a reduced price or admission free of charge (link to the page where reduced prices and free entry are given) must present to the admission check-in an identity document and the relevant supporting documents.

ARTICLE 4: ORDER AND VALIDATION Procedure

for buying a museum ticket online:

- 1. Go to the https://billetterie.museepicassoparis.fr page
- 2. Choose the product and click on "book".
- 3. Select the desired visit date and the time slot using the calendar displaying available places and click on **"select".** When the time slot is no longer available it is displayed as full.
- 4. In the drop-down menu choose the "number" of tickets desired then click on "add to basket".
- 5. To confirm the order click on "buy now".
- A summary of the order is displayed before confirmation of the purchase. If the order corresponds to the customer's wish, click on "buy now". If the order is not what is wanted, delete and continue the purchases.
 - For people who have a "gift voucher", they can go to the payment or to a part of their payment by entering the code shown on their voucher.
 - You need to accept the General Terms & Conditions of Sale by checking "I have read and accept the General Terms & Conditions" and click on "go to payment"

7. Once on the payment platform, the order number, the total to pay and the name of the beneficiary are displayed first.

To make the payment, you are asked for:

- The last name and first name of the "card holder"
- The "card number"
- The "expiry date"
- The "security code" (cryptogram on the back of the card).

Once the information has been entered, click on "Yes, I confirm my payment".

If the payment is validated, the order confirmation is displayed. The tickets are sent by e-mail. You can track your order and print your tickets by logging onto your personal space.

- 8. After the payment has been validated, firstly an **order reference** number will be allocated and communicated by e-mail as well as an acknowledgement of receipt. Click on **"track order"** to get to your personal space.
- 9. Secondly, subject to acceptance of the payment by the bank card authorisation centre, an order confirmation e-mail will be sent to the email address provided.
- 10. After receipt of the confirmation email, you can download to your mobile phone or print the admission tickets from your CUSTOMER space. Admission tickets and/or collection vouchers will be checked electronically.

Every admission ticket gives an entitlement to a single admission, for the date stated on the ticket.

Every collection voucher gives an entitlement to a single service according to what is indicated on the voucher.

ARTICLE 5: PAYMENT

5.1 Payment method

Payment of the TICKETS by the CUSTOMER is made using one of the following methods, according to the CUSTOMER's choice.

- by bank card: Mastercard, Visa, Carte Bleue, JCB, Diners Club, American Express
- gift vouchers and group tickets by entering the code shown on the voucher [to be given]

Immediately the transaction has been completed, the CUSTOMER is able to obtain a summary of their order by logging onto their Customer account.

5.2 Security of payments

The PICASSO MUSEUM - PARIS uses the services of Ingenico Payment Services for any payment made on the https://billetterie.museepicassoparis.fr website that has a "3D Secure" online payment system that encrypts the number of the CUSTOMER's bank card.

ARTICLE 6: ORDER CONFIRMATION

Your TICKET order is definitively confirmed and commits the PICASSO MUSEUM - PARIS only on reception of the e-mail confirming that the order has been validated.

The confirmation e-mail acknowledges receipt of the order and contains the following information: link to the customer's personal space where the ticket can be downloaded

ARTICLE 7: OBTAINING THE TICKETS

Tickets will be delivered to the customer's personal space. They must be downloaded onto a mobile phone or printed on white paper in A4 format, and the bar codes and wording must be perfectly legible.

ARTICLE 8: CONDITIONS OF USE OF THE TICKETS

- 8.1 All TICKETS are systematically checked at the entrance to the site. This check consists of scanning the bar code shown on the TICKET (digital code). The TICKET is personal and non-transferable. The TICKET must be kept until the end of the visit.
- 8.2 Only TICKETS printed on white A4 format paper with a bar code and perfectly legible wording will be accepted.

Any partially printed, soiled, damaged or illegible TICKET will not be accepted.

- 8.3 The PICASSO MUSEUM PARIS reserves the right to check the identity of the person/people benefiting from a reduced price or admission free of charge. The following are accepted for this purpose: an identity card, a passport, a driving licence.
- 8.4 Any TICKET that is free of charge or includes a reduced price must be presented with a document providing justification of this free admission or reduced price. Only the following valid documents are accepted as justification of free admission:
- for reductions or free admission linked to age: a valid national identity card or passport and family book for children,
- for job seekers: job centre certificate less than six months old,
- for RSA recipients: CAF certificate less than three months old,
- for recipients of the minimum allowance for old age: valid ASPA certificate
- for teachers: a valid Pass Education,
- for personnel of the Ministry of Culture and Communication: a valid Carte Culture,
- for national lecture-guides on presentation of the lecture-guides card, regulated within the meaning of Decree No. 2011-930 of 1 August 2011 "relating to people qualified for leading guided visits in museums and monuments".
- for members of the ICOM: a valid member card,
- for artists: a valid membership card to the Maison des Artistes
- 8.5 The TICKET is valid only for the visit and the period (time slot or visit or show time) stated when making the order.

In the event of the non-respect of one of the conditions stated in this Article 8, the PICASSO MUSEUM - PARIS reserves the right to refuse admission to the visit or to the event in question.

ARTICLE 9: FRAUDULENT USE

It is strictly is forbidden to duplicate or counterfeit a TICKET regardless of the method used.

Any person who illegally reproduces a TICKET and/or uses a counterfeit TICKET is liable to criminal prosecution.

The PICASSO MUSEUM - PARIS will refuse access to the site to any holder of a TICKET that includes a bar code that has already been scanned.

It strictly is forbidden to sell a TICKET for a price greater than that shown on the TICKET.

ARTICLE 10: LOSS AND THEFT OF TICKETS

The PICASSO MUSEUM - PARIS declines any liability in the event of loss or theft of the TICKET(S), including on the premises of the site in question.

ARTICLE 11: CANCELLATION, REFUND, EXCHANGES

11.1 In accordance with 12 of Article L 21-21-8 12° of the Consumer Code, the purchase of a TICKET cannot be cancelled.

Any TICKET issued, cannot be exchanged or refunded except in the event of the cancellation by the PICASSO MUSEUM - PARIS of the service to which the TICKET gives an entitlement under the conditions defined in Article 11.2.

Exchange or refund is however excluded when the cancellation results from a force majeure event as defined in Article 13.

11.2 In the event of the cancellation by the PICASSO MUSEUM - PARIS of the service shown on the TICKET, it will contact the CUSTOMER as quickly as possible to inform them and if possible propose to them the postponement of the service in question. If postponement is impossible, the CUSTOMER will be refunded. They will have to claim their refund within a period of three months as of the cancellation or modification date on presentation of the non-invalidated ticket and their bank details (Bank Details or bank card number with its expiry date), to the exclusion of any other compensation or indemnity by e-mail to billetterie@museepicassoparis.fr or by postal mail sent to MUSEE PICASSO - PARIS 18, rue de la perle 75003 Paris.

ARTICLE 12: LIABILITY

- 12.1. The liability of the PICASSO MUSEUM PARIS may not in any case be involved for any non-performance or poor performance of the services to which the TICKETS give an entitlement that is attributable either to the CUSTOMER or an unforeseeable and insurmountable event, or in the event of a case of force majeure as defined in Article 13 of these General Terms & Conditions Of Sale.
- 12.2 Except in the event of a malfunction of the www.museepicassoparis.fr website that would be attributable to it, the PICASSO MUSEUM PARIS many be held liable to problems that may arise during the order, processing, downloading or printing of the TICKET, attributable either to the responsibility of the CUSTOMER, or an unforeseeable and insurmountable event, or a case of force majeure as defined in Article 13 of these General Terms & Conditions of Sale.

ARTICLE 13: FORCE MAJEURE

The CUSTOMER and the PICASSO MUSEUM - PARIS may not be held liable for any non-performance that has a case of force majeure as its origin. Cases of force majeure are considered, in particular, by the case-law of the French courts to be: total or partial, internal or external strikes affecting the PICASSO MUSEUM - PARIS, the blocking of means of transport or supply regardless of the reason, governmental or legal restrictions, computer breakdowns, the blocking of telecommunications including networks and in particular the Internet.

ARTICLE 14: PERSONAL INFORMATION

When placing an order, personal information is requested from the CUSTOMER.

This personal information is subject to data processing by the PICASSO MUSEUM - PARIS, for the purpose of processing and tracking the order by the CUSTOMER, for sales relations, for canvassing and for statistical purposes for the PICASSO MUSEUM - PARIS. This information and data are equally stored for security purposes, to comply with the legal and statutory obligations and to allow the PICASSO MUSEUM - PARIS to improve and personalise the services that it offers and the information that it sends to the CUSTOMER. The recipients of this information are the departments of the public establishment of the PICASSO MUSEUM - PARIS and, subject to your authorisation, its partners. [To check: Who stores personal data? (in particular bank card data?)]

In accordance with the "Data Processing and Freedoms" Act of 6 January amended, you have a right to access, correct and delete personal information about yourself. You can also, for legitimate reasons, oppose the processing of this information.

If you wish to exercise these rights, you can write to:

cnil@museepicassoparis.fr

OR

Musée national Picasso - Paris Direction juridique et des achats 18, rue de la perle 75003 Paris.

The CUSTOMER may agree, when their personal information is collected, to receive information letters by SMS or by e-mail, and to receive sales proposals from partners of the PICASSO MUSEUM - PARIS. To do so, they simply need to check the corresponding boxes.

Subsequently, in accordance with current regulations, the CUSTOMER may at any time de-register from the newsletter list and the list of third parties by sending an e-mail to the following address:

cnil@museepicassoparis.fr

or by sending an email to this effect to the following address:

Musée national Picasso - Paris Direction juridique et des achats 18, rue de la perle 75003 Paris.

ARTICLE 15: COOKIES

To facilitate your navigation on the <u>museepicassoparis.fr</u> website the PICASSO MUSEUM - PARIS uses "cookies". Cookies are used to record information about users' navigation but they do not allow users to be identified.

Configuration of the browser will inform you of the presence of cookies and you can, if you so wish, refuse them as described on the following page: http://www.cnil.fr/vos-libertes/vos-traces/les-cookies/. The CUSTOMER has a right of access, withdrawal and modification of personal information communicated through cookies by contacting the PICASSO MUSEUM - PARIS at the following address:

cnil@museepicassoparis.fr

OR

Musée Picasso Paris Direction juridique et des achats 18, rue de la Perle 75003 Paris

ARTICLE 16: CUSTOMER SERVICE

For any information or question regarding the use of the <u>museepicassoparis.fr</u> website, the conditions for using TICKETS and ordering, issuance and refund of TICKETS, the CUSTOMER should connect to: <u>billetterie@museepicassoparis.fr</u>

ARTICLE 17: SETTLEMENT OF DISPUTES

These General Terms & Conditions of Sale are governed by French law.

In the event of a dispute, the courts of Paris alone have jurisdiction, after exhaustion of attempts to reach a non-judicial agreement.