

GENERAL CONDITIONS OF ONLINE SALES FOR TOURISM PROFESSIONALS, AUTHORITIES AND WORKS COUNCIL

Article 1 : Object	Erreur ! Signet non défini.
Article 2 : Characteristics of the tickets offered for sale	Erreur ! Signet non défini.
Article 3 : Order conditions	6
Article 4 : Conditions for issuing Tickets	7
Article 5 : Obligations of the buyer	8
Article 6 : Cancellation, exchange, refund and fraud	9
Article 7 : Liability.....	10
Article 8 : Protection of personal data	11
Article 9 : Entire contract.....	12
Article 10 : Applicable law – disputes	13

These conditions are applicable from April 1, 2024

Article 1: object

The purpose of these general conditions of sale is to define the contractual provisions between:

The Public Establishment of the Musée de l'Armée (hereinafter referred to as the "Musée de l'Armée" or "the Museum")

National public establishment of an administrative nature, governed by the Defense Code, articles R3413-1 to R3413-34,

Registered in the INSEE SIRET directory under number 180 090 011 00016

Whose head office is: 129 rue de Grenelle - 75700 Paris SP 07

Email: contact@musee-armee.fr

Website: www.musee-armee.fr

Telephone: +33 (0) 810 11 33 99

And

Any legal entity (hereinafter referred to as "Client") purchasing in advance individual Tickets sold in bulk remotely or on the Museum's professional online ticketing service "<https://b2b-musee-armee.tickeasy.com>".

All terms defined below, whether used in the singular or plural, are used with the following meaning:

- "Museum" means the public establishment of the Musée de l'Armée;
- "Customer" means any legal entity purchasing a Ticket remotely from the Ticketing and Revenue Management department or through professional online ticketing and having accepted the conditions of purchase and use of Tickets;
- "Ticket" means the entrance ticket allowing access to the Musée de l'Armée, purchased from the professional online ticket office or from the Ticketing and Revenue Management department;
- "Visitor" means any person presenting themselves at the Musée de l'Armée with a Ticket.

The Customer acknowledges having read these general conditions of sale prior to his order. Full and unreserved acceptance of these general conditions of sale is mandatory when placing any order.

The Musée de l'Armée reserves the right to adapt or modify these general conditions of sale at any time. In the event of modification, the general conditions of sale in force on the day of the order will be applied to each order.

Article 2: Characteristics of the tickets offered for sale

The following services are offered for mass ticket sales:

2.1 Entrance Tickets to the Musée de l'Armée

1. "Day" ticket valid from 10 a.m. to 6 p.m.

The "Day" entry ticket offered to professionals gives access to the collections of the Musée de l'Armée, its temporary exhibitions, the Dôme des Invalides (tomb of Napoleon I), the Museum of the Order of the Libération and at the Musée des Plans-Reliefs, during the day from 10 a.m. to 6 p.m.

"Day" Tickets sold in large numbers to professionals by the Musée de l'Armée are valid for 1 year from the date of purchase by the Customer.

Prices and discounts applicable to the "Day" ticket

The applicable prices are those in effect at the time of the order. They are indicated in euros, all taxes included. The Musée de l'Armée reserves the right to modify its prices at any time.

The purchase of "Day" Tickets in bulk entitles you to the following price discounts, applied to the order of "Day" tickets, cannot be combined with an order of "Late Opening" tickets, on the basis of the price in force:

- **From 10 to 249 "Day" Tickets** purchased in a single order: a 20% discount will be applied to each ticket

- **From 250 to 499 “Day” Tickets** purchased in a single order: a 25% discount will be applied to each ticket
- **From 500 to 999 “Day” Tickets** purchased in a single order: a 30% discount will be applied to each ticket
- **More than 1000 “Day” Tickets** purchased in a single order: a 35% discount will be applied to each ticket

A minimum of 10 “Day” admission tickets to the Museum per order is required to benefit from price discounts. These are applied to the order and can under no circumstances be applied retroactively taking into account an accumulation of previous orders. No right to free admission is applicable to tickets sold in bulk.

The ticket cannot be resold for less than the full price (€15)

2. Entrance tickets to the Musée de l’Armée – “Late Opening” ticket valid from 6 p.m. to 10 p.m., the 1st Friday of the month

The “Late Opening” entry ticket offered to professionals gives access to the collections of the Musée de l’Armée, its temporary exhibitions, the Dôme des Invalides (tomb of Napoleon I), the Museum of the Order of the Libération and at the Musée des Plans-Reliefs, the 1st Friday of the month, from 6 p.m. to 10 p.m.

“Late Opening” Tickets sold in large numbers to professionals by the Musée de l’Armée are valid for 1 year from the date of purchase by the Customer.

Prices and discounts applicable to the “Late Opening” ticket

The applicable prices are those in effect at the time of the order. They are indicated in euros, all taxes included. The Musée de l’Armée reserves the right to modify its prices at any time.

The purchase of “Late Opening” Tickets in bulk entitles you to the following price discounts, applied to the order of “Late Opening” tickets, cannot be combined with an order of “day” tickets, on the basis of the current price:

- **From 10 to 249 “Late Opening” Tickets** purchased in a single order: a 20% discount will be applied to each ticket
- **From 250 to 499 “Late Opening” Tickets** purchased in a single order: a 25% discount will be applied to each ticket
- **From 500 to 999 “Late Opening” Tickets** purchased in a single order: a 30% discount will be applied to each ticket
- **More than 1000 “Late Opening” Tickets** purchased in a single order: a 35% discount will be applied to each ticket

A minimum of 10 “Late Opening” admission tickets to the Museum per order is required to benefit from price discounts. These are applied to the order and can under no circumstances be applied retroactively taking into account an accumulation of previous orders. No right to free admission is applicable to tickets sold in bulk.

The ticket cannot be resold for less than the full price (€10)

2.2 Les Invalides musical season concert tickets

The concert ticket offered to professionals is based on a selection defined by mutual agreement between the two parties. The concerts are held in the Cathedral or the Grand Salon on a specific date.

Concert Tickets sold in large numbers to professionals by the Musée de l'Armée are valid on the day of the concert only.

Prices and discounts applicable to concert tickets

The applicable prices are those in effect at the time of the order. They are indicated in euros, all taxes included. The Musée de l'Armée reserves the right to modify its prices at any time.

The Musée de l'Armée offers the Customer a 20% discount on the purchase of concert tickets (excluding solidarity rates). The Museum grants the discount from the first order.

To benefit, the Customer undertakes to purchase a minimum of 30 Tickets during the year. In the event of non-compliance with this quota, the Museum will be forced to remove access to the purchase of this product.

Article 3: Order conditions

To be able to purchase Tickets in advance, the Customer has two options:

4.2.1 BtoB platform for purchasing tickets online

The Customer must first make a request to create an account on the professional online ticketing service of the Musée de l'Armée at billetterie@musee-armee.fr in order to be assigned a username and password.

The Customer must then complete a form to return by email to the Museum Ticketing Service. He is required to provide Personal Data and undertakes as such to ensure that the information provided is accurate and correct.

The Museum reserves the right to respond favorably or not to this account creation request.

The Customer makes his Ticket purchase online as follows:

step 1: go to the page <https://b2b-musee-armee.tickeasy.com>;

step 2: identify yourself;

step 3: indicate a quantity for the chosen service line;

step 4: once the selection is complete, click on "Next";

step 5: the Customer can choose:

o Directly assign Tickets to a customer or user (the tickets will then be directly generated);

o Place the tickets in stock by clicking on "No allocation" (the tickets will not yet be generated);

step 6: select the payment method from the drop-down menu at the bottom of the order summary page;

step 7: click on "Next" to validate the payment;

step 8: if tickets have been allocated, the Customer can send the tickets directly by email by clicking on "Send tickets".

Any order for tickets sold in bulk, whatever its origin, is payable in euros.

Payment for Tickets by the Customer on the BtoB online ticketing platform is made only by credit card. The cards accepted are: MasterCard, Visa, Carte Bleue and American Express. The Customer guarantees that he is fully authorized to use the payment card provided for the payment of his order and that this card gives access to sufficient funds to cover all costs resulting from his order.

4.2.2 Purchase order

The customer sends his order by email to billetterie@musee-armee.fr specifying:

- The type of tickets and number desired

Payment is made by bank transfer to the order of: Régie de recettes du musée de l'Armée.

The buyer must include in the subject of his transfer the words "Sale En Number" and inform the Musée de l'Armée at billetterie@musee-armee.fr.

4.3 Until payment has been made, the content of the order can be modified.

However, upon receipt of payment, it can no longer be subject to modification.

4.4 The Musée de l'Armée reserves the right to refuse to honor an order from a Customer who has not fully or partially paid a previous order or with whom a payment dispute is being administered.

Article 4: Conditions for issuing Tickets

After validation of payment on the BtoB platform or by bank transfer, the Customer has the option of obtaining their Tickets by one of the following means:

- By dematerialized means:

- Edition of tickets in pdf format
- Transmission of a series of barcodes

- By post (only for purchase by purchase order):

- Thermal tickets

Article 5: Obligations of the buyer

The buyer has the obligation:

- to inform its customers of the opening days and times of the Museum, their pricing conditions and their visit regulations;
- to only resell the ticket at the public price marketed online by the Museum, i.e. ticket price including management fees. The ticket cannot be resold for less than the General Public Full Price
- clearly communicate any additional costs that may be charged to the visitor;
- to handle any dispute or complaint relating to the resale of tickets;
- to have your e-tickets validated before they go on sale
- to include the following information on the e-tickets delivered to the visitor:
 - ✓ The type of ticket and the associated rights: “Day” or “Night” museum ticket (giving access to the permanent collections, the Dome, the Museum of Plans-Reliefs, the Museum of the Order of the Liberation); Concert Ticket (Name of event)
 - ✓ The ticket price;
 - ✓ Any additional costs;
 - ✓ The expiry date of the ticket or, for resellers who date their tickets, its day of validity;
 - ✓ The opening days and times of the museum(s);
 - ✓ Access: 129 rue de Grenelle or via Place Vauban;
 - ✓ The bar code corresponding to the ticket number issued by the Museum;
 - ✓ For any specific service (unofficial audio guide, guided tour, etc.) associated with the full price ticket, indicate very clearly the conditions (prices, access, reception, download method, etc.) linked to this service as well as the name of the service provider.
- to include the following information on the pages marketing a Museum ticket or an offer including the entry ticket:

- ✓ Description of the proposed offer
- ✓ The ticket price;
- ✓ Any additional costs;
- ✓ The opening days and times of the museum(s);
- ✓ Access: 129 rue de Grenelle or via Place Vauban;
- ✓ For any specific service (unofficial audio guide, guided tour, etc.) associated with the full price ticket, indicate very clearly the conditions (prices, access, reception, download method, etc.) linked to this service as well as the name of the service provider. the service

Article 6: Cancellation, exchange, refund and fraud

5.1 Any purchase is firm and final. Any Ticket issued is non-modifiable, non-exchangeable and cannot be canceled.

5.2 In accordance with article L.221-28 of the Consumer Code, the sale of admission tickets to a museum, assimilated to the provision of leisure services, does not give right to any withdrawal period.

5.3 Due to requirements for the safety of people and property on the site of the Hôtel national des Invalides, the Musée de l'Armée reserves the right to modify its opening and closing times.

In the event of closure, the Musée de l'Armée will notify the Customer so that they can notify ticket holders.

5.4 It is strictly prohibited to duplicate or counterfeit a ticket in any way. Any person who illegally reproduces an entry fee and/or uses a counterfeit entry fee may be subject to criminal prosecution.

The Museum will refuse access to the site to any holder of a ticket containing a barcode that has already been scanned. No refund of all or part will be made.

Article 7: Liability

9.1 Neither the Museum nor the buyer can be held responsible for any non-performance or poor performance which originates from a case of force majeure, as defined by article 1218 of the civil code and case law, disruption or strike total or partial, in particular postal services and means of transport and/or communications, flooding, fire.

9.2 The Museum cannot be held responsible for the use of purchased Tickets, the buyer being solely responsible for their use by himself or by a third party. Its liability cannot be incurred if the non-performance or poor performance of its obligations under the General Conditions of Sale is attributable either to the buyer or to the unforeseeable and insurmountable fact of a third party to the contract.

No dispute will be accepted in the event of illegal reproduction made without the Visitor's knowledge.

The Musée de l'Armée declines all responsibility in the event of loss or theft of entry fee(s), including within the site concerned.

9.3 For any questions or information concerning the use of professional online ticketing, the conditions of use of Tickets as well as the terms of ordering, delivery and reimbursement of Tickets, the Customer can contact the ticketing service:

o by email to contact@musee-armee.fr ;

o via the online contact form;

o by mail, to the postal address:

Musée de l'Armée

Ticketing and revenue management department

129 rue de Grenelle - 75700 Paris.

Article 8: Protection of personal data

10.1 The Buyer is informed that his personal data collected during the distance purchase or on the Museum's professional online ticketing are used by the Musée de l'Armée which acts as data controller within the meaning of the Regulations. (EU) 2016/679 of April 27, 2016 (hereinafter "General Data Protection Regulation").

When placing the order, the following data is requested from the Buyer:

Customer information:

- Civility contact;
- Last name First Name ;
- E-mail ;
- Phone

Company information

- Company name / Name of the organization;
- Address ;
- Postal code ;
- City ;
- Country ;
- VAT N °
- No. Siret;

Otherwise, the Buyer's request cannot be taken into account.

10.2 The Customer's personal data is collected for the following purposes:

- management of Orders and relationships with the Customer;
- sending the electronic newsletter intended for tourism professionals at the Musée de l'Armée. The Customer can unsubscribe at any time by clicking on the unsubscribe link in each email.

In this context, the legal basis of the processing is either contractual when it comes to managing purchases, or based on consent with regard to the Buyer's registration for the museum's newsletter. Army. The recorded data is reserved for the use of the authorized services of the Musée de l'Armée

and may be communicated to its subcontractor (Vivaticket) which is involved in the Ticket purchasing process within the limits of what the subcontractor treating has to know about it.

10.3 The personal data thus collected will be kept for the following periods:

- 15 months from the online purchase;
- 3 years from the last interaction (click on a link in the letter) for the newsletter.

10.4 Under the conditions provided for by the applicable regulations, the Customer may:

- request access to their personal data;
- request the rectification of their personal data;
- request the erasure of their personal data;
- request a limitation of the processing of their personal data;
- object to the processing of their personal data;
- withdraw consent, when it has been given to the Museum.

For any request relating to their rights or for any information relating to the protection of personal data, the Customer can contact the Data Protection Officer at the following address: rgpd@musee-armee.fr or by post: Musée de l'Armée - Digital Manager - Hôtel national des Invalides 129, rue de Grenelle - 75007 Paris - France.

The Buyer also has the right to lodge a complaint with a supervisory authority. For the CNIL, the Customer can, in particular, go to the following address: <https://www.cnil.fr/fr/plaintes>.

The Museum's privacy policy is available at the following address:

<https://www.musee-armee.fr/a-propos/politique-de-confidentialite.html>

Article 9: Entire contract

If, for any reason, one of these general conditions were to be declared inapplicable, this inapplicability would not affect the application of the other provisions of the general conditions, the one deemed inapplicable then being replaced by the closest possible provision.

Article 10: Applicable law – disputes

The contract is subject to French law. In the event of a dispute or complaint, the buyer will first contact the Musée de l'Armée, at the following address: Établissement public du Musée de l'Armée, 129 rue de Grenelle - 75700 Paris SP 07, to obtain an amicable solution.

The Paris Courts will have jurisdiction, in the absence of an amicable solution.

Mediation:

In accordance with the provisions of the Consumer Code concerning “the mediation process for consumer disputes”, the buyer has the possibility, before any legal action, to use the conventional mediation service free of charge in order to seek an amicable solution.