

## GENERAL CONDITIONS OF SALE - TICKETING

### ARTICLE 1: DEFINITIONS, PURPOSE OF THE GENERAL CONDITIONS OF SALE

#### 1.1 Definitions:

- **"General Conditions of Sale"**: means the present general conditions of sale.
- **"Website"**: means any of the websites or subdomain names devoted to the cultural offerings of Monnaie de Paris and to ticketing, in particular those that can be accessed from the website [www.monnaiedeparis.fr](http://www.monnaiedeparis.fr) and the online ticketing services available at the following URLs: [billetterie.monnaiedeparis.fr](http://billetterie.monnaiedeparis.fr) and [billetterie-groupes.monnaiedeparis.fr](http://billetterie-groupes.monnaiedeparis.fr).
- **"Exhibition"**: means the exhibitions, workshops and any other visual or performing arts event that is part of the cultural programme, which is open to the public on an individual or group basis, and that is organised and/or co-organised by Monnaie de Paris.
- **"Ticket"**: means a paper or electronic ticket that grants access to the Exhibitions. Electronic tickets allow holders to print their ticket themselves (E-ticket) or to visualise the ticket on a mobile device such as a smartphone or tablet (M-ticket).
- **"Ticket + Product Package"**: means a package made up of at least one Ticket and one or more Products in connection with the Exhibition for which the Ticket is purchased.
- **"Product"**: means the products that are associated with an Exhibition, which are not a Ticket, but that are sold as part of a Ticket + Product Package, for example.
- **"Subscription"**: means the possibility for individual visitors who have subscribed for the corresponding offer to access the Exhibitions freely, under the specified conditions, as well as at certain preferential rates. A Subscription takes the form of a subscription card.
- **"Voucher"**: means the document that is separate from the Ticket, which is printed at the time of purchase, and that is to be presented when collecting Products on site, in particular those Products that are included in Ticket + Product Packages and Subscriptions, or any other offer stipulated as having to be collected on site at the time of purchase.

#### 1.2 Purpose:

The purpose of these General Conditions of Sale is to define the rights and obligations of Monnaie de Paris and of purchasers with respect to Tickets, Subscriptions and Ticket + Product Packages that are sold during Exhibitions held at Monnaie de Paris.

#### 1.3 Scope of application:

These General Conditions of Sale apply without restriction or reservation to Tickets, Subscriptions, Products and Ticket + Product Packages that are purchased on the Website.

They shall also apply to other types of distance sale, in particular by telephone or by mail, when these purchase methods are offered, with a distance sale being defined as any sales technique that makes it possible for the purchaser to order an item without being present at the point of sale.

They do not apply to the Monnaie de Paris e-boutique, which has specific general conditions.

The provisions of the French Consumer Code and the other provisions of French law on distance selling do not apply to Tickets and Products that are purchased on site, on Monnaie de Paris' premises.

All useful details and information on the Exhibitions, the offers, prices, reservation terms and conditions and guided tours can be consulted on the Website.

#### **1.4 Acceptance of the General Conditions of Sale:**

Monnaie de Paris reserves the right to adapt or amend these General Conditions of Sale at any time. In the event of an amendment, solely the General Conditions of Sale that are in force on the date of the order shall be applied.

As regards online sales, the customer acknowledges having consulted these General Conditions of Sale and having accepted them when the order is taken. The customer has the option of saving them onto permanent storage media at any time by printing or downloading them, using the Website functions provided for this purpose.

As regards other distance selling techniques, before the contract is concluded Monnaie de Paris shall, as a minimum, provide the customer with information on its identity, the essential features of the items, their price and the existence of a right of withdrawal, as applicable. After the contract is concluded, and at the latest when the item is received, Monnaie de Paris shall provide the customer with these General Conditions of Sale, on any durable medium.

#### **ARTICLE 2: IDENTIFICATION OF THE SELLER**

The sales that are governed by these General Conditions of Sale are made by Monnaie de Paris, a state-funded industrial and commercial institution that reports to the Ministry for the Economy, Finance and Industry (139 rue de Bercy, 75012 Paris), which is registered with the Paris Trade and Companies Register under the number B 160 020 012, SIRET number 160 020 012 00011 and has its registered office at 11 Quai de Conti, 75006 Paris, VAT number FR64160020012.

The Monnaie de Paris ticketing service can be reached by telephone or email at the numbers and address shown on the Website, during the business days and times that are also shown on the Website.

## **ARTICLE 3: TICKETS AND SUBSCRIPTIONS**

### **3.1 Rates:**

Entrance Tickets for Monnaie de Paris Exhibitions are available at different rates:

- full rate
- reduced rate
- free of charge
- group rates
- member rates for subscribers

The offers, rates and eligibility conditions for reduced rates and free tickets can be found on the Website.

The rate in euros is printed on the back of the Ticket.

### **3.2 Specific terms of sale by rate:**

When free Tickets intended for persons under 13 years of age are distributed on the Website, they can only be ordered online if the shopping basket also contains a paid Ticket. Persons under 13 years of age who are in possession of a free Ticket that was ordered online must show proof of ID at the control point. If not, they may be refused entrance to the Exhibitions even if they are in possession of a Ticket.

Reduced rate Tickets and free Tickets other than those intended for persons under 13 years of age are only available from the ticket office, upon presentation of documentary proof issued less than three months previously. All persons who are entitled to free Tickets must collect them from the ticket office and show them at the control point in order to be admitted to the Exhibition.

Tickets purchased remotely cannot be sent by mail. They are either issued in electronic form (E-tickets or M-tickets), or made available for collection on site.

### **3.3 Electronic Tickets and Vouchers:**

E-tickets can be printed as soon as the purchase is confirmed. Purchasers will also receive a link by email to allow them to log into their personal space and print their E-tickets at a later date. Electronic Tickets can also be downloaded in M-ticket form and presented for control on a mobile device. Visitors must report to the control point with their electronic Ticket or to the ticket office with their electronic Voucher: visitors must print E-tickets in advance and download M-ticket forms in advance to their mobile device (e.g. smartphone). It is not possible to print E-tickets at the ticket office.

E-tickets are only valid under the following conditions. They must be printed on white A4 paper, which is blank on both sides, with no alteration to the printed size and in portrait format (vertically). Partially printed, soiled, damaged or illegible e-tickets will not be accepted and will be deemed to be invalid. In the event of an incident or poor print quality, you should print your file again. In order to check that the printing quality is satisfactory, you should ensure that the information written on the E-ticket and the barcode are fully legible.

Consequently, before ordering a Ticket or a Product Voucher, customers must ensure that they have the appropriate software and hardware configuration to print their E-ticket, namely a computer connected to the internet on which Acrobat Reader is installed, and a printer. Prior to ordering, customers must test that the printer used can print the E-ticket correctly. Monnaie de Paris declines all liability if it is impossible for a customer to print his/her E-ticket because of a software and hardware configuration that does not correspond to the requirements specified above.

### **3.4 Ticket validity:**

All Tickets are dated but do not show the customer's name. They are valid for a single entry to the Exhibition on the stated date and, as applicable, during the specified timeslot. Ticket validity is checked upon entering the Exhibition using barcode readers.

### **3.5 Subscriptions:**

Subscriptions grant free access to exhibitions and entitlement to reduced rates for certain events on the Monnaie de Paris cultural programme. Two types of subscription are available:

- Solo Subscription: a personal Subscription that is valid for one person for one year calculated from date to date. This card allows for a limited number of entries per day under the specific conditions detailed on the Website.
- Duo Subscription: a personal Subscription that is valid for one person and the person of his/her choice for one year calculated from date to date. This card allows for a limited number of entries per day under the specific conditions detailed on the Website.

When Subscriptions are purchased on the Website, they are not dispatched and must be collected on site. A Voucher must be printed at the time of purchase and presented in order to collect the Subscription card directly from the ticket office.

### **3.6 Visits, workshops and events:**

Workshops, visits and events are subject to specific conditions of sale that are detailed on the Website: they may be sold online on the Website, and/or by telephone, and/or by email, and/or on site depending on the offer concerned and within the limit of the number of available places.

Tour guides who accompany a group of 9 visitors or less must pay a tour guide authorisation fee in accordance with the specific conditions, which can be consulted on the Website.

### **Article 3.7 Groups:**

Exhibitions are open to groups accompanied by a Monnaie de Paris representative, and to autonomous groups of at least ten persons (excluding the guide, as applicable).

Group visits must imperatively be reserved, either on the Website, or by telephone, or by email (the numbers and address are listed on the Website). Direct sales and reservations are not possible on site.

In the event of a reservation, receipt of payment will confirm the purchase of the tour. Until payment is received, the tour slot is reserved up until two weeks before the tour, following which it is made available for sale again.

In the event of a reservation less than 2 weeks before the tour date, immediate payment is recommended, and must, in any event, be made within 48 hours at the most of the reservation request in order to confirm the reservation.

Reservations are not accepted less than 72 hours before the tour date.

In addition to payments by bankcard, additional means of payment are available to groups, as specified on the Website.

Group access to Exhibition rooms is subject to specific conditions that can be consulted on the Website, concerning, in particular, opening days and times, and the maximum number of persons (visitors and those accompanying them) to whom entry can be granted. If the maximum number of persons is exceeded on the date of the tour, additional fees may be charged.

### **3.8 Reselling Tickets and Counterfeit Tickets:**

Counterfeiting Tickets is strictly prohibited. Except for the printing requirement for E-Ticket holders, it is strictly prohibited to reproduce or duplicate a Ticket in any way whatsoever.

Please note also that pursuant to Article 313-6-2 of the French Criminal Code, the sale or touting of tickets for a cultural event or live show, on a habitual basis and without authorisation from the producer, the organiser or the owner of the rights to operate said event or said show, is prohibited.

### **ARTICLE 4: "TICKET + PRODUCT" PRODUCTS AND PACKAGES**

Persons who wish to purchase a Ticket in order to access the Exhibitions organised by Monnaie de Paris can also purchase exclusive and non-exclusive Products produced by Monnaie de Paris and/or its partners, in connection with the Exhibition, in the form of a "Ticket + Product" Package.

Offers and prices are listed on the Website.

Products are not dispatched or delivered and must be collected on site in all cases. Printing at the time of purchase and presenting a Voucher as proof of payment of Product(s) are mandatory when collecting Products on site. Purchasers may collect their purchases until the closing date of the Exhibition during which they purchased their Product(s), in accordance with the deadline stated on the Voucher. Thereafter it will not be possible to collect the Product or obtain reimbursement for a Product.

The Products can also be purchased on site, separately, at the ticket office or in the designated area. A Product purchased separately from a Package cannot benefit from the preferential rates that are associated with the purchase of a Package, if any. The provisions of the law on distance selling do not govern on-site Product purchases.

### **ARTICLE 5: PRICE, AVAILABILITY**

The prices stated on the Website are expressed in euros and include all taxes. They take into account the VAT in force on the date of the order.

The offers and prices mentioned on the Website are valid within the limit of the number of available places and while stocks last.

## **ARTICLE 6: ORDERS**

### **6.1 Capacity of purchasers:**

Only persons who have the legal capacity to enter into contracts can place orders. When placing an order, you must have the full legal capacity needed to abide by the present General Conditions of Sale.

When paying by bankcard, you must be fully authorised to use said card.

### **6.2 Placing an order:**

- **Online orders**

The main stages for placing your order are described below.

In order to place an online order, you must create an account on the Website, in the form of a personal space from which, among other things, you can download and print your electronic Tickets. In order to create this account and be identified, you must fill out the identification form that is available on the Website and for this purpose fill in all the required mandatory fields. For the group reservations sales tunnel intended for, account creation requests are submitted to Monnaie de Paris for approval. A contact number will be provided to you when the account is approved, which will enable you to access group ticketing services.

You may, pursuant to the applicable provisions of law, visualise your order and an order summary that contains the essential features of the items ordered and their prices. Before making any payment, you will be able to amend or cancel your item selection.

Finalising an order means paying the price of the items in full. In order to continue and finalise the order process, you must click on "Proceed to payment".

Moreover, before validating and paying for your order, you will be requested to review these General Conditions of Sale, which you must expressly accept. In accepting the General Conditions of Sale, you acknowledge having received all the information needed before confirming your order.

After confirming the content of your order and having been informed that in validating your order, you undertake to pay the price, you must choose from among the means of payment offered by Monnaie de Paris and make the payment.

- **Orders by telephone and by mail**

You are reminded that no individual tickets for exhibitions can be purchased by telephone or by mail.

Only reservations for group visits can be made by telephone. You will then have the possibility of being redirected towards the Website so that you can place an online order.

In certain cases (in particular group tours and workshops that are held over several days), you can also order by mail by sending an email according to the specific conditions detailed on the Website.

### **6.3 Order confirmation:**

- **Online orders**

Once your order has been validated, a confirmation email acknowledging receipt of your order will be sent to you and you will be given an order number. This email contains a link that allows you to access these General Conditions of Sale again, as well as a withdrawal form attachment, which can be downloaded and printed.

The sale will only be deemed to be definitive after the client has completed the payment operations and Monnaie de Paris has confirmed the payment.

- **Telephone and mail orders**

When an order is taken, Monnaie de Paris creates a customer account, for which a valid e-mail address is mandatory. Once you have placed your order, you will be sent a confirmation email acknowledging receipt of your order. This email will contain a link so that you can once again access these General Conditions of Sale.

### **Article 7: PAYMENT**

Purchases made on the Website must be paid by bankcard at the time of the order. When paying for your items, you will be requested to enter your bankcard number, the expiration date and the security code (the last three figures on the back of your bankcard). Monnaie de Paris accepts cards from the "CB" network, Visa and MasterCard. All orders must be paid in euros. Your bankcard will be debited at the time of the transaction.

Transactions are secure. The confidentiality of the bank information you provide is ensured by the Ingenico Ogone server, which encrypts your bankcard number.

Other payment methods may be proposed for telephone, mail order and on-site purchases.

### **Article 8: REIMBURSEMENT, GUARANTEE AND EXCHANGE**

#### **8.1 Tickets:**

Purchased Tickets cannot be exchanged or reimbursed, even in the event that the customer has not used the Ticket, unless Monnaie de Paris has cancelled the corresponding Exhibition.

## **8.2 Products:**

In accordance with the provisions of law in force concerning the compliance of Products sold, Monnaie de Paris will reimburse or exchange defective Products or Products that do not correspond to your order. The content and terms of exercise of this statutory guarantee are described by Articles L.211-4 et seq. of the French Commercial Code.

You will also benefit from the statutory guarantee against latent defects provided for by Articles 1641 et seq. of the French Civil Code.

When collecting your Product on site, we request that you check that it corresponds to your order.

## **Article 9: RIGHT OF WITHDRAWAL**

### **9.1 Exclusion of the right of withdrawal for Tickets and Subscriptions:**

The right of withdrawal does not apply to Tickets and Subscriptions, in accordance with Article L.121-21-8 (12) of the French Consumer Code, which provides "*the right of withdrawal cannot be exercised for services agreements (...) for leisure activities that must be provided on a specific date or over a specific period.*"

### **9.2 Right of withdrawal for Products:**

In accordance with the provisions of law in force, when purchased "Ticket + Product" Packages contain one or more Products that are eligible for the right of withdrawal, you are entitled to withdraw from the purchase of said Product, without giving a reason, within fourteen (14) days of collecting the Product you ordered.

In order to exercise the right of withdrawal, you must inform us of your decision to withdraw at the following address in the form of an unambiguous declaration (by letter or by email):

Monnaie de Paris – Service Clients  
11 Quai de Conti – 75270 Paris Cedex 06  
reclamation@monnaiedeparis.fr

You may use the model withdrawal form appended to these General Conditions of Sale, however this is not mandatory.

In order to comply with the withdrawal period, you merely have to send your letter or your email concerning the exercise of the right of withdrawal before the expiration of the withdrawal period.

If you withdraw from a purchase, Monnaie de Paris will reimburse you for all payments received, with the exception of the price of the Tickets that are included in a package. This reimbursement will reach you promptly and, in any event, fourteen days at the latest as from the date on which Monnaie de Paris was informed of your decision to withdraw. Monnaie de Paris will reimburse you using the same means of payment that you used for the initial transaction. There is no charge for reimbursement.



### **9.3 Exclusion of the right of withdrawal for perishable goods:**

For perishable Products that may be sold separately or concomitantly with the purchase of a Ticket, the right of withdrawal does not apply pursuant to the provisions of Article L.121-21-8 (4) of the French Consumer Code, which provides "*the right of withdrawal may not be exercised for contracts for the supply of goods that are liable to deteriorate or perish rapidly.*"

### **Article 10: PERSONAL DATA, CONFIDENTIALITY**

The personal data that is collected by Monnaie de Paris, which is the data processing manager, is the data that you voluntarily provide when you create your personal space. Monnaie de Paris also collects certain personal data (surname, first name and email address) when you log in using your social media accounts (Facebook Connect, in particular), in accordance with the parameters you have selected for the aforementioned accounts.

The only piece of data that Monnaie de Paris automatically collects is the IP address (the address of the computer).

Obligatory data is identified as such by an explicit notice on the Website.

You undertake to provide accurate personal data. Monnaie de Paris takes all appropriate steps in order to reduce the risks of loss, deterioration or improper use of the data collected.

The information and data concerning you is needed to manage your order and our business relations, and is collected for these purposes. It is intended for the Monnaie Paris personnel who are responsible for this activity.

Monnaie de Paris may also provide this information and data to third parties, such as its service providers and business partners.

The personal data processing has been declared to the CNIL (French Data Protection Agency).

In accordance with the French Data Protection Act of 6 January 1978 and the provisions on the protection of personal data, you are entitled to access, correct and object to the use of personal data that concerns you by making a request by email or letter to Monnaie de Paris at the following address: Monnaie de Paris, Service Billetterie, 11 quai de Conti, 75270 Paris Cedex 06, France, or, [contactcnil@monnaiedeparis.fr](mailto:contactcnil@monnaiedeparis.fr)

### **Article 11: DISPUTES, FORCE MAJEURE AND APPLICABLE LAW**

These General Conditions of Sale are governed by French law.

In the event of a dispute, you may undertake a contractual conciliation procedure or any other alternative method of dispute resolution.

Monnaie de Paris is a member of the French E-commerce and distance selling Federation (FEVAD)

and its E-commerce mediation department (60 rue La Boétie – 75008 PARIS - FRANCE – [relationconso@fevad.com](mailto:relationconso@fevad.com)).

In the event of a dispute, you may go to the [Online Dispute Resolution platform](#) set up by the European Commission in order to undertake a contractual conciliation procedure or any other alternative method of dispute resolution.

In the event of legal proceedings, all disputes concerning the construction and/or performance of the services covered by these General Conditions of Sale shall fall under the jurisdiction of the Paris courts.

However, no party may be held liable for total or partial non-performance of his/her/its obligations, if said non-performance is due to an unforeseen circumstance or the occurrence of an event that constitutes force majeure, as defined by the case law of the French courts, in particular, but not limited to, flood, fire, storm, shortage of raw materials, total or partial transit or postal strike.

Moreover, Monnaie de Paris reserves the option to amend the Exhibitions programme if so obliged due to force majeure events or unforeseen circumstances, without paying any penalty or indemnity whatsoever.

In the event that any one whatsoever of the provisions is cancelled or deemed to be unenforceable against the customer by a court decision, the remaining provisions of these General Conditions of Sale shall remain in force.

