

## **Terms and Conditions of Sale**

### **Musée Yves Saint Laurent Paris**

Version dated September 13, 2017

#### **1) Preamble**

The present Terms and Conditions of Sale (the “**T&Cs**”) apply for any purchase of ticket(s) to access the Musée Yves Saint Laurent Paris or its cultural activity (“**Ticket(s)**”), by a customer, be it a legal or natural person (the “**Customer**”), via the website [www.museeyslparis.com](http://www.museeyslparis.com) (the “**Website**”).

The Website is operated by the Musée Yves Saint Laurent Paris, an association formed under French law 1901, with its registered office located at 5 avenue Marceau, 75116 Paris, France (VAT number: FR 62 418 424 099).

The present T&Cs form an agreement between the Musée Yves Saint Laurent Paris and the Customer.

The Customer and the Musée Yves Saint Laurent Paris are designated individually as a “**Party**”, collectively the “**Parties**”.

#### **2) Conditions relating to Customers**

For any purchase made on the Website, the Customer expressly declares and acknowledges that he/she:

- has carefully read in full these T&Cs and fully accept them with no reservations;
- agrees to comply with on-site policies, some of which are reminded in these T&Cs.

#### **3) Characteristics of the Tickets**

Tickets sold on the Website are individual and nominative tickets, giving access to the Musée Yves Saint Laurent Paris or to its cultural activities to be provided for a specific date or period of performance.

Each Customer can order up to a maximum of 10 Tickets in one purchase.

Customers wishing to purchase more than 10 Tickets are invited to contact the Public and Communication Service of the Musée Yves Saint Laurent Paris, whose contact details are specified in Section 18.

Each Ticket specifies the applicable category price among the following:

- Regular ticket (full-fare);
- Reduced rate: 10-18 years old, teachers, students;
- Free entrance: under 10 years old, job seekers, RSA beneficiaries, persons with reduced mobility and accompanying persons, Press, ICOM-ICOMOS, Students in art history, Students in fashion schools, Members, Members of les amis de la Fondation Pierre Bergé – Yves Saint Laurent and of les amis de la Fondation Jardin Majorelle.

Any person presenting a reduced rate Ticket must present a currently valid supporting document when accessing the Musée Yves Saint Laurent Paris. Tickets for such events cannot grant free entrance. Reduced rates apply in the same conditions as for Tickets enabling to access the Musée Yves Saint Laurent Paris.

If a conference or a cultural event organized by the Musée Yves Saint Laurent Paris was to be cancelled, the Customer will be refunded by the Musée Yves Saint Laurent Paris with the same means of payment as the one used by the Customer to order the Ticket, within a reasonable timeframe.

#### **4) Prices**

The prices indicated for the Tickets displayed on the Website are final and in Euros, (inclusive of all taxes).

In addition to the Ticket price, depending on the price category applicable to you, booking fees may apply. In such event, the amount of booking fees will be mentioned on the Website, when you place your order, prior to the order validation.

The prices displayed on the Website may be modified at any time and without notice. However, such modifications will not affect the orders that have already been placed by the Customer and confirmed by the Musée Yves Saint Laurent Paris.

#### **5) Order Process**

The Customer can browse the Website without placing an order.

If the Customer wants to purchase a Ticket, he/she will have to proceed as follows, whether he holds a Customer Account or not on the Website ("**Customer Account**"):

- If he/she holds a Customer Account, he/she will be able to log on to such an account beforehand to place his/her order more quickly.
- If he/she does not yet hold a Customer Account, he/she can continue on the Website and place an order. However, he/she will have to create a Customer Account for the finalization and validation of the order, in order to obtain his/her Ticket(s).

In any event, the Customer will make a selection and add it to his/her shopping cart.

The Customer will have the possibility to choose the price category of each Ticket and the number of Tickets up to 10 Tickets for a same order.

The Customer will then be able to check his/her shopping cart, his/her order and the total price to be paid. After having modified the content of the shopping cart as the case may be, The Customer will have to click on "By placing my order, I confirm that I have read and that I accept the T&Cs".

The Customer will, depending on whether or not he/she holds a Customer Account, check or complete the required information and follow the different steps to finalize his/her order.

To confirm his/her order, the Customer will have to click on the "Purchase Now" button.

The order will be fully confirmed when the Customer pays, which will be the last step of the order.

Once the order is placed, the Customer will receive an email confirming the payment.

## **6) Payment**

The Musée Yves Saint Laurent Paris uses the secured software solution Ingenico ePayments, that enables the Customer to pay his/her order by credit card when making a purchase on the Website. Payment by cheque or by wire transfer are not accepted.

In order to pay his/her order, the Customer will have to pay via the Ingenico ePayments interface by using his/her credit card. The Customer will then have to enter his/her credit card number, the expiration date, the owner's name and the security code (the three or four last numbers on the back or the front of the credit card, depending on the type of credit card). Payment information is only communicated to Ingenico ePayments and the Website or the Musée Yves Saint Laurent Paris do not receive or collect any banking information.

The process to pay by credit card is fully secured by Ingenico ePayments. Please refer to the security rules established by Ingenico ePayments and never disclose any banking information to a third party.

The information relating to the payment is indicated on the Website, but if the Customer wishes to have additional information or help, he/she can contact the Public and Communication Service by using the contact details indicated in Section 18.

Payments are authenticated and securized through the security system 3D Secure (or "Verified by Visa" for a Visa card and "MasterCard SecureCode" for a MasterCard"). This system, particular to each bank, enables the bank to verify the card owner's name and to validate the operation by asking for personal information.

If the bank refuses the payment, the order will not be confirmed and the Customer will be informed of the order cancellation by email.

## **7) Absence of right of withdrawal and right of cancellation**

In accordance with Section L.221-28, 12° of the French Consumer Code, no right of withdrawal can be exercised, for a contract concerning leisure activities to be provided for a specific date or period of performance.

Moreover, the order cannot be cancelled and no request for a refund, for any reason whatsoever, will be satisfied.

As a consequence, all Tickets ordered on the Website will be final.

## **8) Ticket collection**

The Customer can collect the tickets bought on the Website by one of the following means:

If you have a Customer Account on the Website, you simply have to log in and download the Ticket from your Customer Account.

If you do not have a Customer Account, you will have to create one by following the steps laid out on the Website.

Once you have logged into your Customer Account, you have the choice to:

- Download the Ticket(s) and save them onto your smartphone;
- Print the Ticket(s) on a white A4 sheet without any changes to the ratios/dimensions and in portrait mode;

## **9) Conditions relating to the use of the Tickets**

All Tickets are verified by scan at the entrance of the Musée Yves Saint Laurent Paris.

Hence, all printed Tickets must be of a good enough quality so that the QR code can be read, similarly for mobile devices onto which the Tickets have been downloaded, they must be in good state, with the highest luminosity in order for the QR code to be read.

Every Ticket is valid for the date or period stated on the Ticket.

The Ticket gives you access to the Musée Yves Saint Laurent Paris and will be required to enter into each area requiring a Ticket for access. The Client should keep his/her Ticket throughout the whole visit.

Any exit of the Musée Yves Saint Laurent Paris is final and the Ticket used initially will no longer grant you access to the premises.

Anybody who has a reduced rate Ticket should provide a currently valid form of identity when accessing the Musée Yves Saint Laurent Paris.

It is strictly prohibited to resell your Ticket.

The Tickets are only valid for a single visit. Any person who presents a Ticket that has already been scanned will not be allowed to enter the Musée Yves Saint Laurent Paris.

It is strictly prohibited to reproduce, duplicate or forge Tickets, or to fraudulently attempt to obtain a Ticket or access to the Musée Yves Saint Laurent Paris.

Tickets cannot be refunded or exchanged.

Any Customer who does not comply with the terms of use relating to the Tickets runs the risk of being denied access to the Musée Yves Saint Laurent Paris.

## **10) Requirements relating to the respect of the premises**

The Customer commits to respecting the rules governing the premises of the Musée Yves Saint Laurent Paris.

In view of this, he/she is reminded that the following rules must be abided by:

- Pets are forbidden;
- Flash photography is not allowed;
- Food and beverages are prohibited;
- No luggage is allowed.

## **11) Our Liability – Force Majeure**

The Musée Yves Saint Laurent Paris cannot be held liable for any breach of or delay in performing any of its obligations under these T&Cs that would result from events outside our control (“**Force Majeure Events**”).

Force Majeure Events means any act, event, omission or any other accident beyond Musée Yves Saint Laurent Paris’ control, including, but not limited to, the following situations:

- strikes and lock-outs or other social movement;
- civil disorders, riots, terrorist attacks or threats of terrorist attacks, or war);
- failure of road, rail-bound, maritime and air transports, etc. or any other means of transport, be it public or private;
- failure of private or public telecommunication networks;
- fires, explosions, storms, floods, earthquakes, epidemics, or any other natural disaster.

The obligations of the Musée Yves Saint Laurent Paris under the T&Cs will be automatically suspended for the duration of the Force Majeure Event.

The Musée Yves Saint Laurent Paris will use its best efforts to remedy any problems caused by the Force Majeure Event and to find a solution enabling it to perform its contractual obligations as soon as is reasonably possible.

## **12) Availability and Security**

In principle, the Website is available on a 24h/7-day basis, save any interruptions, planned or not, for maintenance purposes or for a Force Majeure event.

The Musée Saint Laurent Paris is not liable for any damage, of any kind whatsoever, resulting from an unavailability of the Website.

In addition, Customers are informed that due to characteristics that are inherent to the Internet, the data that are transmitted through the Website are not protected against any risk of misuse and/or hacking, of which the Musée Yves Saint Laurent Paris shall in no event be held liable. You are solely responsible, for taking any appropriate measure in order to protect your computer and/or your data, notably by installing any relevant technical tools such as, for instance, an antivirus, a firewall, or an automatic cleaner, etc.

### **13) Intellectual Property**

All the items (texts, images, photos, videos, logos, drawings, trademarks, patents, databases, domain names, etc.) displayed on the Website or any other related website owned by the Musée Yves Saint Laurent Paris are protected by intellectual property rights and cannot be reproduced or used without the prior consent of the Musée Yves Saint Laurent Paris.

No one is authorized to exploit, circulate or use the intellectual property rights including, but not limited to, the rights on the name Musée Yves Saint Laurent Paris, without the Musée Yves Saint Laurent Paris's prior written consent.

The trademarks and logos owned by the Musée Yves Saint Laurent Paris are registered trademarks. Any reproduction without the Musée Yves Saint Laurent Paris' prior consent constitutes a trademark infringement.

### **14) Data Protection**

The personal data communicated by any Customer are processed by the Musée Yves Saint Laurent Paris in order to manage the orders and the performance of contracts entered into with Customers. Personal data will be stored for a duration that is necessary to the purpose of the data processing.

Moreover, any Customer may subscribe to the Musée Yves Saint Laurent Paris' newsletter and receive information or commercial offers about the Musée Yves Saint Laurent Paris' events and its different activities, provided that such Customer previously and expressly authorized such solicitation.

In accordance with the French Data Protection Act, dated 6 January 1978, as amended, each Customer has a right to access, rectify and delete personal data or object to the processing, by writing to the Public and Communication Service stating which contact details are specified in Section 18.

Customers can also give any instruction to the Public and Communication Service concerning the use of their data after their death.

### **15) Cookies**

A cookie may be stored on Customer's computer in order to record browsing information.

Any Customer accessing the Website can object to such cookie by configuring his/her web browser to this effect.

### **16) Modifications of the T&Cs**

The Musée Yves Saint Laurent Paris may from time to time amend the present T&Cs, namely to integrate changes in laws or regulations, changes in the conditions of the market, changes of the means of payment, as well as for any other reason that the Musée Yves Saint Laurent Paris, at its discretion, would consider useful.

You cannot amend or revise the T&Cs and no modification that you would attempt to make would be binding for the Website.

Customers will be bound by the T&Cs in force on the day an order is placed on the Website.

#### **17) Applicable Law – Jurisdiction**

The present T&Cs and any claim arising from the use of the Website are governed by French law.

In the event of a claim, Customers can reach the Public and Communication Service by mail or by email, with the contact details indicated in Section 18 to try to reach an amicable settlement.

The Musée Yves Saint Laurent Paris commits to deal with any claim as quick as possible.

In case of dispute, Customers can call upon a third-party mediator in order to reach an amicable settlement.

If the Parties cannot reach an amicable settlement, any legal action must be brought before the competent Court in France.

#### **18) Public and Communication Service**

Customers can contact the Public and Communication Service by sending an email at [publics@museeyslparis.com](mailto:publics@museeyslparis.com).

For any request concerning an order, Customers can contact the Public and Communication Service by phone at +33(0)1.44.31.64.18, from Monday to Friday, 9:30am-1pm and 2:30pm-6pm.