

**GENERAL TERMS AND CONDITIONS**

**Groups and professionals**

**Pont du Gard Site**

Table of contents

[**PREAMBLE** 3](#_Toc131517186)

[**Preliminary Article -** **Purpose of the General Terms and Conditions** 3](#_Toc131517187)

[**Article I. Scope and beneficiaries of group and corporate tariffs** 4](#_Toc131517188)

[**Article II. Pricing and booking conditions** 4](#_Toc131517189)

[**Article III. Free products/services** 5](#_Toc131517190)

[For groups charged on a per person basis: 5](#_Toc131517191)

[For groups charged on a flat rate basis: 5](#_Toc131517192)

[**Article IV. General conditions applicable to visits** 5](#_Toc131517193)

[**Article V - Use of tickets** 6](#_Toc131517194)

[**Article VI - Special booking terms and conditions** 6](#_Toc131517195)

[a. Reservation requests and tentative bookings 6](#_Toc131517196)

[b. Booking confirmation 7](#_Toc131517197)

[**Article VII - Special terms and conditions for catering** 7](#_Toc131517198)

[**Article VIII - Special terms and conditions for online orders** 8](#_Toc131517199)

[a. Identification, creation and deletion of a "group" account 8](#_Toc131517200)

["Group Module": 8](#_Toc131517201)

["Professional Module: 8](#_Toc131517202)

[b. Ordering process 9](#_Toc131517203)

[c. Terms and method of Payment 9](#_Toc131517204)

[d. Exercising the right of withdrawal 10](#_Toc131517205)

[e. Conditions of validity and terms of use of the e-ticket 10](#_Toc131517206)

[**Article IX. Conditions for modification and cancellation of services** 11](#_Toc131517207)

[**1. Change of reservation at the request of the customer** 11](#_Toc131517208)

[*Downward adjustment* 11](#_Toc131517209)

[*Upward adjustment* 11](#_Toc131517210)

[**2. Cancellation of a reservation at the request of the customer** 11](#_Toc131517211)

[**3. Cancellation or modification by the EPCC PONT DU GARD** 12](#_Toc131517212)

[*Cancellation/Postponement* 12](#_Toc131517213)

[*Modification* 12](#_Toc131517214)

[**Article X. Personal data** 13](#_Toc131517215)

[X -1 Definitions 13](#_Toc131517216)

[X -2 Purposes of the Processing and rights relating to Personal Data 13](#_Toc131517217)

[X-3 Commitments of the EPCC PONT DU GARD with regard to personal data 14](#_Toc131517218)

[X -4 Duration of retention of the Personal Data concerned 15](#_Toc131517219)

[X -5 Contact details of the Data Protection Officer of the EPCC PONT DU GARD 15](#_Toc131517220)

[**Article XI. Responsibilities** 15](#_Toc131517221)

[**Article XII Liability for fraudulent use of tickets** 16](#_Toc131517222)

[**Article XIII - Rules and Regulations** 16](#_Toc131517223)

[**Article XIV. Evidence, retention and archiving** 17](#_Toc131517224)

[**Article XV. Customer Service** 17](#_Toc131517225)

[**XVI. Intellectual Property** 17](#_Toc131517226)

[**XVII. Applicable law - Disputes** 17](#_Toc131517227)

**GENERAL TERMS AND CONDITIONS**

**GROUPS AND PROFESSIONALS - PONT DU GARD SITE**

# **PREAMBLE**

Created by prefectural decree no. 2003-94-2 of 4 April 2003, the Pont du Gard Public Establishment for Cultural Cooperation manages the Pont du Gard site. It is a public establishment of an industrial and commercial nature. In this respect, the EPCC PONT DU GARD is the sole contracting party and interlocutor of the client, and is responsible to the customer for the fulfilment of the obligations arising from these general terms and conditions (hereinafter the "GTC").

In the GTC, the term "CUSTOMER" refers to any individual or professional legal entity who purchases services or products from the EPCC PONT DU GARD for a group.

**IDENTIFICATION OF THE SELLER**

Etablissement Public de Coopération Culturelle du Pont Du Gard (EPCC PONT DU GARD)

400 Route du Pont du Gard - 30210 VERS PONT DU GARD

SIRET No. 448 279 844 00014

Tel: +33 (0)4 66 37 50 99

E-mail: contact@pontdugard.fr

The Seller and the Customer are individually referred to as a "Party" and collectively as the "Parties".

# **Preliminary Article -** **Purpose of the General Terms and Conditions**

The purpose of these GTC is to define the conditions of sale and access for groups or customers of tourism professionals to cultural activities, guided tours with or without catering services.

Sales to groups are made through the EPCC PONT DU GARD reservation service, at the site's reception or online via the website [www.billetterie.pontdugard.fr](http://www.billetterie.pontdugard.fr).

For ticket sales, the EPCC PONT DU GARD uses a dematerialised ticketing system and issues its customers with access rights to the site, these access rights being hereinafter referred to as "tickets".

The purchase thus made by the customer implies his unreserved acceptance of the GTC. The GTC apply to the exclusion of all other conditions of sale or purchase, in particular those in force for sales by partner sales networks, the "General public" GTC and the "Business-event" GTC. Unless otherwise agreed in writing by the seller, the GTC shall therefore prevail over any conditions that may appear in the customer's documents so that the application of article 1119 paragraph 2 of the civil code is excluded.

The EPCC PONT DU GARD reserves the right to adapt or modify the GTC at any time, without prior notice. In the event of a change, the version of the GTC that applies is the one in force on the day of the reservation, order or purchase.

For customers who are natural persons, the GTC are in accordance with article L111-2 of the French Consumer Code.

For corporate customers, the GTC are in accordance with article L441-1 of the Commercial Code.

With regard to corporate customers, the GTC may be specified or amended in the context of commercial agreements or reservation contracts providing for specific conditions.

# **Article I. Scope and beneficiaries of group and corporate tariffs**

Group rates apply to groups of at least 16 paying persons.

In other cases, a surcharge may be applied to the services.

For corporate tourism customers (vehicle-with-driver services, travel agencies and tour operators) who market the services and products of the EPCC PONT DU GARD to customers, the corporate tariff conditions apply without a minimum number of people or according to specific agreements made in conjunction with the EPCC PONT DU GARD sales department.

# **Article II. Pricing and booking conditions**

The prices are expressed inclusive of all taxes, in Euros and correspond to the prices in force on the day of the purchase, reservation or order by the customer. Additional fees or commissions may be applied in the case of sales to professionals and according to the specific conditions that will be communicated to them beforehand. All services are payable in Euros only. In the event of a change in taxes, the tariffs will be revised upwards or downwards according to this change.

In general, reservations are required for groups. This can be done either by making a reservation with the customer service department or by purchasing a "group" service online.

Groups arriving without a reservation must pay the "bus parking" fee, payable on site only. In addition, they will be able to purchase tickets at the group rate, subject to availability.

Tickets for groups are priced per person or per package.

"Bus parking" is an independent service for which payment must be made at the site during ticket desk opening hours. This service is applicable per vehicle, regardless of the number of passengers, and the customer is not entitled to discounts based on the number of passengers.

Professionals, such as vehicle-with-driver services or FITs, transporting less than 9 people, must pay the "car" parking fee, according to the tariffs in force.

Billing at the "flat rate" is established:

* On the basis of a bus for the visit of cultural facilities for both school groups and adult groups and regardless of the number of people on the bus.
* On the basis of a maximum of 30 people for the guided tour package, corresponding to the maximum capacity per guide; beyond that, a second package will apply.
* On the basis of a class size for educational and school activities, up to a limit of 30 people, including accompanying adults, for visits or activities that include the Roman canal located on the 3rd floor of the monument.

The services and products offered on the EPCC PONT DU GARD website (www.billetterie.pontdugard.fr), governed by the GTC, are valid as long as they remain online, until the possibilities are exhausted. However, the EPCC PONT DU GARD's offer may change in real time without the customer being able to claim any compensation if a product or service advertised on the website is no longer available.

In accordance with article 1219 of the Civil Code, the EPCC PONT DU GARD reserves the right to refuse a sale, a reservation, or to honour an order for tickets from a customer who has not paid in full for a previous order or with whom a payment dispute is in progress.

Private bookings of all or part of the Pont du Gard site, the partial closure of cultural facilities, the reduction of opening hours, may be subject to a specific adapted tariff, if the EPCC PONT DU GARD considers that it is detrimental to the quality of the customers' visit. In the event of exceptional closures, the days and times will be communicated as soon as possible, notably on site or on the website www.pontdugard.fr.

# **Article III. Free products/services**

## For groups charged on a per person basis:

Bus drivers have free access to the site and to the cultural facilities, as well as to the restaurant. For the restaurant, this free service applies for one meal provided that the whole group has ordered a meal at the restaurant "Les Terrasses".

For school groups, accompanying adults have free access to the site and the cultural facilities, excluding the restaurant, on the basis of one free accompanying adult for every 10 paying students. This free admission does not include shows and events, and is limited to the overall capacity authorised for activities taking place in the Roman Canal, located on the 3rd floor of the Bridge, as determined by agreement with the State.

For adult groups, free access to the site and cultural facilities is granted to guides. One meal per guide for every 40 paying participants will be provided free of charge.

Professional passenger vehicle drivers are entitled to one free ticket per vehicle for access to the site and cultural facilities, excluding restaurants, on presentation of their professional permit at the Pont du Gard site reception. This free ride is reserved exclusively for the passenger vehicle driver and cannot be used for an accompanying person or a customer.

## For groups charged on a flat rate basis:

When a group purchases parking and/or ticketing services, the bus driver assigned to the group will have free access to the site (indoor and outdoor areas, excluding shows and events), upon presentation of his professional permit. The driver is also entitled to one free meal, provided that the whole group has ordered a meal at the "Les Terrasses" restaurant beforehand. Free meals may be specified in specific conditions of sale.

For adult groups, free access to the site and cultural facilities is granted to guides. One meal per guide for every 40 paying participants will be provided free of charge.

# **Article IV. General conditions applicable to visits**

Access to the bus or car parks is subject to availability and the car parks cannot be used to simply drop off passengers.

These car parks, located on the right and left banks, are not guarded and the EPCC Pont du Gard declines all responsibility in the event of theft or damage to the vehicles parked there. The customer is requested to lock the vehicle and not to leave any valuables or visible objects inside.

For guided tours, workshops and catering, the group must arrive at the site reception no later than 20 minutes before the time indicated on the contract.

If the group is late, the EPCC PONT DU GARD reserves the right to reduce or cancel the service, without reimbursement or reduction of the invoice, and to replace it with an unaccompanied visit of the site during the opening hours of the site and the cultural facilities.

The purchase of a service and the issue of a ticket do not constitute a "fast-track ticket" (unless otherwise indicated on the product purchased). Access to the site is specified on the ticket or e-ticket and / or at the time of booking and / or on arrival at the site. A ticket is only valid for the services and for the date or period indicated in the corresponding offer and mentioned on the ticket. The ticket must be kept for the duration of the visit to the cultural facilities or during the guided tour or animation, in order to be presented at the various access checks.

At the time of the checks, any customer belonging to a group must carry:

* an official, valid, photo ID: identity card, passport, driving licence or residence permit. Official family record books are accepted for children;
* as well as, if necessary, proof of entitlement to a reduced rate or free admission (identity card for minors, student card, job seeker's certificate, disability card, etc.).

Groups that have not made a reservation or purchased their tickets online do not have priority in the visiting areas. The EPCC PONT DU GARD may refuse a group access to the site at any time if it considers that the maximum capacity has been reached.

Group reservations or purchases must be made online. No deferred payment upon receipt of invoice is possible unless specifically agreed by the EPCC PONT DU GARD.

# **Article V - Use of tickets**

The ticket is non-exchangeable, non-changeable and non-refundable, except in the event of cancellation of the service or event by the EPCC PONT DU GARD or in the event of force majeure. Tickets may not be transferred or resold.

The ticket is only valid on the date and conditions stated on the ticket. It is strictly forbidden to reproduce, duplicate or counterfeit a ticket in any way. Reproduction of the ticket and the use of a copy of the ticket are punishable by law.

In the event of non-compliance by the customer with the rules set out in the GTC, the customer's ticket will be considered invalid and the customer will not be entitled to claim any compensation of any kind.

# **Article VI - Special booking terms and conditions**

## a. Reservation requests and tentative bookings

All tentative bookings must be requested from the reservations department during opening hours, i.e. Monday to Friday, excluding public holidays, from 9am to 5pm. Outside these hours, the request will be considered as having been received on the first working day following the date of receipt.

The request for a tentative booking must be sent by e-mail, post or telephone and must systematically indicate: The name of the organisation, the invoice address and the SIRET (company identification) number, the name of the group leader; the telephone number of the group leader; the number of people in the group and the category of public concerned, the day, time and type(s) of visit chosen, and the catering requirements.

A booking contract will then be sent to the applicant by the reservations department, indicating the tentative booking expiry date.

A tentative booking rank is assigned in case of multiple requests for the same date and facility.

Only the date of actual receipt of the signed contract accompanied by the initial deposit, or administrative order form for public law entities, will determine the beneficiary.

## b. Booking confirmation

The reservation will only be considered confirmed upon receipt of the signed contract and the deposit or full payment of the booking, at the latest on the date indicated on the contract. In the absence of confirmation as described above, the tentative booking will not be maintained, without the customer being able to contest or claim.

*Deposit:*

A deposit on the total cost of the service is required for all bookings and is payable before the end of the tentative booking period for the amount indicated on the booking contract. An administrative order form for public law entities will be requested with the return of the signed booking contract.

*Balance:*

The balance is due at the latest on the day of the visit, on arrival of the group, except for payments by administrative transfer for public law entities. Without a specific commercial agreement, no deferred payment upon receipt of the invoice is possible. Cheques should be made payable to the "Régisseur de recettes de l'EPCC Pont du Gard". Payment by bank transfer before the visit is possible (any bank charges will be charged to the customer).

To facilitate payment before the day of the visit, the EPCC PONT DU GARD provides a secure online payment platform at the following address: https://billetterie.pontdugard.fr/fr-FR/connexion-egts. Payment via this platform is instantaneous.

An invoice will be issued to professionals upon completion of the service, for invoices deferred for payment of the balance.

A paid invoice can be requested directly from comptabilite@pontdugard.fr, stating the reservation number and the identity of the establishment.

The signing of the reservation contract or the commercial agreement by the customer implies unreserved acceptance of the GTC in the sense of article 1119 of the Civil Code.

# **Article VII - Special terms and conditions for catering**

The EPCC PONT DU GARD reservations department is the sole contact for catering.

The reservations department accepts groups of 16 people or more, subject to availability and only on prior booking. The choice of dishes must be communicated at the time of the confirmation of the reservation and at the latest 15 days before the visit, failing which, the menu will be imposed according to the restaurant's possibilities.

The number of participants indicated at the time of booking will be used as the basis for invoicing. An increase or decrease in the number of participants of up to 20% will be tolerated up to eight days before the date of the visit.

Beyond this date, a variation of up to 5% will be tolerated until 5 days before the date of the visit. On the day of the visit, no downward adjustment is possible.

Groups are only served inside the restaurant.

If the group is more than 20 minutes late, the EPCC PONT DU GARD cannot guarantee the catering service will be provided. In the event of a delay of more than 45 minutes, the service cannot be carried out but will nevertheless be invoiced in full to the customer. In either case, the cost of the service will not be refunded.

# **Article VIII - Special terms and conditions for online orders**

## a. Identification, creation and deletion of a "group" account

### "Group Module":

In order to make a "group" booking, the customer is invited to create an account or to log in, if he/she already has an account.

When creating an account, the customer must complete the form, making sure to fill in the fields indicated as mandatory for the order to be processed:

* Company name
* Surname, first name and postal address
* Valid email address
* Password
* Date of birth
* Telephone number (text messages may be sent for certain cases, such as event cancellation)

The customer undertakes to ensure that the information entered in this registration form is accurate and complete.

A confirmation of registration and account creation is then sent to the e-mail address indicated in the registration form.

For the deletion of this account, see the terms and conditions of personal data management (article X below)

### "Professional Module:

The creation of a professional account must be requested from the sales department at reservation@pontdugard.fr, mentioning the applicant's full contact details.

The sales department then creates an account under the applicant's identity and attaches the products that can be purchased under the conditions provided. A confirmation of the creation is sent as soon as possible, including the access codes and the user guide.

To delete a professional account, the account holder must send a signed letter to the EPCC PONT DU GARD containing the account details provided when the account was created, together with a photocopy of an identity document of the person authorised to commit the legal entity and bearing his/her signature. A confirmation of the deletion will be sent within 2 months of receipt of the request.

## b. Ordering process

For all online orders, the customer must complete the following steps:

* Creation of an account or login to an existing account;
* Choice of type of service(s) and quantities;
* Acceptance of the GTC: The customer declares that he/she has read and accepted these GTC before placing the order by ticking the corresponding box. Validation of the order is in any case considered as acceptance of these general terms & conditions;
* Confirmation of the content of the order and its amount;
* Discount code to be indicated before payment (only for customers with a discount code provided by the EPCC Pont du Gard, by a Works Council, or a professional partner of the EPCC Pont du Gard sales department or within the framework of a commercial operation set up by the EPCC Pont du Gard. The discount code is personal and unique; it cannot be transferred;
* Online payment of the order;
* The customer will receive an e-mail confirming the order and the e-tickets to download and/or print;
* A receipt for the transaction will be provided in the customer area for downloading or printing by the customer.

A paid invoice can be requested directly from comptabilite@pontdugard.fr, stating the transaction number and the identity of the institution.

The ticket order is definitively confirmed and binding on the EPCC PONT DU GARD only on receipt by the customer of a confirmation email. Consequently, the customer is invited to consult his/her e-mails. It is the customer's responsibility to ensure that the details they have entered are correct.

## c. Terms and method of Payment

The payment made by the customer is considered as final acceptance of the nature and quantity of the services purchased and at the prices indicated. The customer cannot claim any refund in the event of an error on his part concerning the quantity, nature or date of the services.

Online ticket payments are made exclusively in Euros and by bank card.

The customer guarantees the EPCC PONT DU GARD that he/she has the necessary authorisations to use the method of payment chosen at the time of payment.

After verification of the order, the customer is redirected to a secure online payment server

(3D SECURE). He/she makes the payment online using his/her bank card details, which include the number, expiry date and cryptogram on the back of the card.

The customer's bank account is debited with the amount of the order as soon as the transaction is accepted by the payment centre. If the payment centre refuses, the order is automatically cancelled.

The EPCC PONT DU GARD is obliged to provide proof of sale. A copy will be available (download/print) in the customer's account. A second copy will be kept for at least five years by the Public Institution.

The recorded data constitutes proof of all transactions between the EPCC PONT DU GARD and the customer.

All purchases are firm and final, and no cancellation or modification by the customer is possible once payment has been confirmed (see also point 4 below).

The EPCC PONT DU GARD has adopted the PAYZEN secure online payment solution, which uses SSL encryption. The customer's bank details are thus protected as only the payment agreement codes accepted by the banks are kept.

The EPCC PONT DU GARD guarantees the customer that the encryption methods used to secure the transactions have been authorised or declared in accordance with the legislation in force.

## d. Exercising the right of withdrawal

In application of article L221-28-12° of the Consumer Code, the services offered by the EPCC PONT DU GARD to customers are "catering services or leisure activities which must be provided on a specific date or during a specific period". These services are therefore not subject to the application of the right of withdrawal provided for in Articles L221-18 et seq. of the same code for contracts concluded remotely and off-premises.

## e. Conditions of validity and terms of use of the e-ticket

Each customer must have an e-ticket on site and present it at the checkpoints. Tickets are not changeable, exchangeable or refundable. They may not be transferred or resold.

For the "all-inclusive" admission offer, the group leader is invited to collect the tickets for his or her customers from the reception desk and on presentation of the e-ticket.

The e-ticket is only valid:

* if it is printed on blank white A4 paper. Good print quality is required. Partially printed, soiled, damaged or illegible tickets will not be accepted and will be considered invalid. In the event of an incident or poor print quality, the customer is responsible for reprinting the ticket. To check the quality of the print, the customer should ensure that the information written on the ticket, as well as the barcode, is legible.
* Or if it is presented in a dematerialised form on a terminal such as a smartphone or digital tablet. In this case, the customer must check that the barcode and information on the ticket is legible and ensure that the tickets are downloaded to the relevant medium in advance. The EPCC PONT DU GARD cannot be held responsible in any way for any difficulties in accessing the mobile operators' network when visiting the site, or for the theft, loss or malfunction of the customer's terminal.

There is no facility for the customer to print a ticket on the day of the visit.

The EPCC PONT DU GARD declines all responsibility for any anomalies that may occur during the printing of the ticket or as a result of negligence on the part of the customer in the event of loss, theft or fraudulent use of the ticket.

The e-ticket does not constitute a fast-track ticket (unless otherwise indicated on the product purchased), is valid only for the services and for the date or period indicated in the corresponding offer, and mentioned on the ticket. The ticket must be kept for the duration of the visit to the cultural facilities or during the guided tour or animation, in order to be presented at the various access checks.

During the checks, the customer must show:

* an official, valid, photo ID: identity card, passport, driving licence or residence permit. Official family record book are accepted for children
* as well as, if necessary, proof of entitlement to a reduced rate or free admission (identity card for minors, student card, job seeker's certificate, disability card, etc.)

The EPCC PONT DU GARD declines all responsibility for anomalies beyond its control that may occur during the ordering, processing or printing of tickets.

# **Article IX. Conditions for modification and cancellation of services**

## **1. Change of reservation at the request of the customer**

Any modification of the reservation recorded by the EPCC PONT DU GARD must be requested in writing (letter or e-mail). Outside business hours, the request will be considered as having been received on the first working day following the date of receipt.

The EPCC PONT DU GARD will examine the request for modification as soon as possible.

Depending on its possibilities, it may accept them, but is never obliged to do so.

The date of the visit cannot be changed , and the modification may constitute a cancellation to the detriment of the customer, subject to point 2 below.

If the change relates to the number of participants, the price will be adjusted pro rata without the need for a written agreement from the customer.

If the EPCC PONT DU GARD accepts the proposed modification(s), these will be confirmed in writing, without prejudice to the above paragraph.

### *Downward adjustment*

For services charged on a per person basis, a variation of up to 20% in the number of participants will be tolerated from 15 to 8 days before the date of the visit. Beyond that, a variation of up to 5% will be tolerated until the day before the visit. No downward adjustments are possible on the day of the visit, except for the price of admission to the site or to the cultural facilities, which may be adjusted downwards by up to 20% compared to the initial order.

For services charged at a flat rate, a downward change that would result in a change of flat rate will be tolerated only until 15 days before the date of the visit at the latest.

### *Upward adjustment*

For services charged per person, the customer may ask the reservations department to upwardly adjust the number of tickets included in their order up to the day before the visit, , or on the day of the visit, at the cash desks reserved for groups.

The conditions for upward adjustment are as follows:

- The request must not exceed the limit of places available at the time of adjustment,

- Additional tickets must be paid for immediately at the group ticket desk on the day of the visit.

For services charged at a fixed rate, an increase which would lead to a change in the fixed rate will be tolerated at the latest 15 days before the date of the visit and subject to the availability of an additional guide and/or a visit slot.

## **2. Cancellation of a reservation at the request of the customer**

Any request to cancel a visit must be sent to the EPCC PONT DU GARD in writing.

For any cancellation, the EPCC PONT DU GARD will keep or demand the sums corresponding to the following scale:

Withdrawal between 20 and 11 days before the visit: 30% of the reservation amount

Withdrawal between 10 and 5 days before the visit: 50 % of the reservation amount

Withdrawal between 4 days and the day of the visit, or late arrival of the customer: 100% of the reservation amount.

The scale shall not apply if the cancellation by the customer is due to force majeure as set out in Article 1218 of the Civil Code and the GTC. The amounts paid for the cancelled order will then be reimbursed by the EPCC PONT DU GARD

If the customer cancels one or more services on the day of the visit, no refund or discount will be given.

## **3. Cancellation or modification by the EPCC PONT DU GARD**

### *Cancellation/Postponement*

A ticket cannot be refunded, taken back or exchanged, except in the event of cancellation by the EPCC PONT DU GARD.

In the event of force majeure or for reasons of general interest, the EPCC PONT DU GARD reserves the right to cancel or postpone services.

In the event of a postponement, the EPCC PONT DU GARD will propose several possible dates, as far as it is able.

In the event of cancellation, or if the proposed rescheduling dates do not suit the customer, the customer will be reimbursed for the sums paid, without further compensation of any kind. Refunds will only be made to the purchaser who has paid for and received the ticket and after checking that the ticket has not already been used, for example if the EPCC PONT DU GARD has allowed the customer to use the ticket on another date. Only the ticket price will be refunded, excluding any additional costs. No additional costs of any kind (transport, hotels, parking, etc.) will be reimbursed to the customer or compensated.

Furthermore, requests for reimbursement will only be processed if they are sent to the EPCC PONT DU GARD within a maximum of 15 days following the cancellation of the event or service.

### *Modification*

In the event that the EPCC PONT DU GARD has to modify the service ordered by the customer, the latter will be informed by telephone and will receive confirmation by e-mail.

The customer may make his position known within the period indicated in this notification by the EPCC PONT DU GARD.

In the event that the customer disagrees with the proposed changes, resulting in a request to cancel the visit or services concerned, the customer will be reimbursed the amount corresponding to the services thus cancelled.

Failure by the customer to respond within the time limit, or a late response by the customer, shall be deemed to constitute agreement by the customer to the proposed changes.

Except in cases of force majeure, if on the day of the customer's visit one or more areas of the site are closed by the EPCC PONT DU GARD, or if a service purchased is not provided, the customer may make a complaint in writing within 15 days of the day of the visit. This request must be addressed to the reservations department, indicating the subject "complaint".

# **Article X. Personal data**

## X -1 Definitions

"Data Protection Officer" or "DPO" means the person appointed to this function by a Controller or by a Processor in accordance with Article 37 of the GDPR;

"Personal Data" or "Data" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity;

"Controller" means the Data Controller as defined by the GDPR;

"Processing": means all operations carried out by means of automated processes or otherwise and applied to Personal Data, such as collection, recording, organisation, structuring, storage, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of making available, combination or interconnection, limitation, deletion or destruction, in connection with the services covered by the subscription contract.

For other terms that are not defined in this article or elsewhere in these GTC, reference should be made to the definitions provided by the GDPR.

## X -2 Purposes of the Processing and rights relating to Personal Data

In accordance with the modified law no. 78-17 of 6 January 1978 (known as "Loi Informatique et Libertés") and the General Data Protection Regulation 2016/679 of 27 April 2016 (known as "GDPR"), the customer is informed that Personal Data concerning him/her:

- are subject to automated processing by the EPCC PONT DU GARD for the purpose of allowing the customer access to the products and services sold;

- and may also be communicated to partners of the EPCC PONT DU GARD for the purposes of purchases made by the customer, in particular online payment or the preparation of invoices.

These Personal Data are the following:

− title, first name and surname

− date of birth

− postal address (street, number, postcode, town)

-− telephone number

− email address

− password chosen by the user

− the nature and quantity of the services and/or products ordered

− the method of payment used

− the date and time of the order

− the source of access, i.e. web, iOS app, Android app or other etc..

This Personal Data may also be used by the EPCC PONT DU GARD to contact the customer, where possible, in the event of cancellation or modification of the date and/or content of services purchased by the customer.

In addition, Personal Data may be used, with the express prior consent of the user, to send newsletters and offers from the EPCC PONT DU GARD, by SMS or e-mail.

The Personal Data requested in the forms available on the EPCC PONT DU GARD website, marked with an asterisk, are obligatory and necessary for the management of the customer's orders. Failure to answer a mandatory field will make it impossible for the EPCC PONT DU GARD to process the customer's request.

In accordance with the Data Protection Act no. 78-17 of 6 January 1978 and the General Data Protection Regulation no. 2016/79 of 27 April 2016, the customer may:

* Request access to his/her Personal Data (right of access)
* Request the modification of his/her Personal Data when it is inaccurate or incomplete (right of rectification)
* Request the deletion of Personal Data (right to deletion or right to be forgotten)
* Request the temporary cessation of processing of all or part of his/her Personal Data (right to restrict processing)
* Oppose the processing of his/her Personal Data for canvassing purposes or for personal reasons (right to oppose processing)
* Request a copy of his/her Personal Data (right to data portability)

Finally, the customer has the right to lodge a complaint with a supervisory authority.

These rights can be exercised by the customer by sending an e-mail to the DGD at the address: contact@pontdugard.fr or by post to EPCC PONT DU GARD (Service relation client - 400 Route du Pont du Gard - 30210 Vers-Pont du Gard), providing proof of identity. In addition, all requests must be signed and accompanied by a photocopy of a valid identity document bearing the customer's signature and specify the address to which the reply should be sent.

A reply will then be sent as soon as possible and in any case within one (1) month at the most following receipt of the request.

The customer is informed that in the event of exercising his/her right to delete or oppose, all or part of the EPCC PONT DU GARD website may be rendered inaccessible to him/her.

In addition, the EPCC PONT DU GARD website uses cookies. The use of cookies can be deactivated by the customer selecting the appropriate settings in their Internet browser. Such deactivation may prevent the use of certain features of the online ticketing site.

By purchasing online, the customer expressly consents to the processing of his/her Personal Data under the conditions and for the purposes described in this article.

## X-3 Commitments of the EPCC PONT DU GARD with regard to personal data

Within the framework of these GTC, the EPCC PONT DU GARDundertakes to:

(i) Guarantee the implementation of appropriate technical and operational measures to ensure the security, confidentiality and integrity of Personal Data relating to the above-mentioned Processing in order to prevent, in particular

- Any misuse, malicious or fraudulent use of the Personal Data processed,

- That the Personal Data is damaged,

- Any access to the said Personal Data that is not previously and expressly authorised,

- Any unauthorised or illegal processing,

- Loss, destruction or accidental damage to such Personal Data.

(ii) Process Personal Data only for the purpose(s) stated above;

(iii) Process Personal Data lawfully, fairly and transparently to data subjects and to limit processing to Personal Data that is relevant and necessary for the purpose of the Processing;

(iv) Keep the Personal Data in a form that allows the identification of the persons concerned and for the time strictly necessary for the performance of the services for which the Personal Data are required, without prejudice to the periods specifically referred to in these GTC;

(v) Put in place the technical means to ensure that the retention period is automatically respected;

(vi) Inform the customer of any breach of their Personal Data;

(vii) Maintain a written record of all categories of Processing activities carried out pursuant to the GTC;

## X -4 Duration of retention of the Personal Data concerned

The data used to disseminate information (identity and e-mail address) relating to the activities of the EPCC PONT DU GARD will be kept until the customer objects to receiving the information or withdraws their consent.

## X -5 Contact details of the Data Protection Officer of the EPCC PONT DU GARD

The contact details of the DPO of the EPCC Pont du Gard are as follows:

responsable-donnees@pontdugard.fr and by post: DPO of the EPCC DU PONT DU GARD, 400 Route du Pont du Gard - 30210 Vers-Pont du Gard.

# **Article XI. Responsibilities**

The EPCC PONT DU GARD is the sole contracting party and interlocutor of the ustomer, and is responsible, with regard to the client, for the execution of the obligations resulting from the GTC and contracts concluded at a distance with customers who are consumers, in accordance with articles L221-1 et seq. of the Consumer Code.

The EPCC PONT DU GARD cannot be held responsible for non-performance or poor performance of the contract caused by the customer, the unforeseeable and insurmountable act of a third party to the contract, or by a case of force majeure as defined in article 1218 of the Civil Code.

In particular, the following will be considered as cases of force majeure within the meaning of the GCS: strikes, demonstrations, riots, exceptional weather conditions, fire, pandemic, restrictive health measures taken by the public authorities, difficulties or shortages in the supply of products sold by the EPCC PONT DU GARD, and interruption of transport,

The EPCC PONT DU GARD also declines all responsibility in the event of unavailability of the online service resulting in particular from:

- any anomalies in the customer's computer equipment,

- the behaviour of a third party to the contract on which the EPPC PONT DU GARD cannot act,

- the unavailability of the Internet.

For reasons of service organisation and security, the EPCC PONT DU GARD remains in any case in control of the services offered for sale on site and online, and of their marketing and implementation period. Any cancellation by the EPCC PONT DU GARD will result in the customer being reimbursed, upon request by the customer, respecting the time limits for complaints and excluding postponements by the EPCC. No further claims or compensation will be due.

The EPCC PONT DU GARD reserves the right to modify, during the year, the programme of events and shows, and the content of the services offered for sale, without this giving rise to any claim or compensation whatsoever from the customer.

Furthermore, the EPCC PONT DU GARD declines all responsibility for damage suffered, for whatever reason, by the personal effects, objects or materials brought onto the site, including the car parks, by the customers, and which are in their own custody and responsibility.

Finally, the customer remains solely responsible for the use of the tickets and services sold by himself or by a third party.

# **Article XII Liability for fraudulent use of tickets**

The EPCC PONT DU GARD may refuse access to the Pont du Gard site if several printouts or reproductions of a printable ticket are in circulation and access to the site has already been granted to a customer holding a printout or reproduction.

As the EPCC PONT DU GARD is neither obliged nor able to check the identity of a customer in possession of a printable ticket at home, nor to check the authenticity of the printable ticket, only the first person presenting the ticket or a reproduction of it will be allowed access to the Pont du Gard site. This person will be presumed to be the legitimate bearer of the ticket.

In this case, if a person holding a print-at-home ticket is refused access to the site on the grounds that the ticket has already been used, he or she will not be entitled to a refund of the price paid.

However, any person who irregularly reproduces a ticket and any user of an irregular copy of a ticket shall be liable to criminal prosecution.

In any case, the EPCC PONT DU GARD cannot be held responsible for the loss, theft or illicit use of the ticket.

# **Article XIII - Rules and Regulations**

During the visit, for the entire duration of their presence on the EPCC PONT DU GARD site, customers are subject to the rules and regulations of the Pont du Gard site.

In indoor areas in particular, group leaders must ensure that group members behave in a manner that does not interfere with the public's visit, particularly through noisy behaviour. In the event of a behavioural problem, the EPCC PONT DU GARD reserves the right to require the visitors concerned to leave the premises or the site immediately. In this case, the customer will not be entitled to a refund of the service, nor to any compensation.

Accompanying persons remain responsible for their group, even in the presence of the Pont du Gard guides, hostesses or facilitatorsa. All visitors under the age of 18 must be under the authority of an adult, in accordance with the rules applicable to group outings. The leader will supervise the group in all areas of the site, and in particular in the catering outlets and shops. In the event of overcrowding, the EPCC PONT DU GARD staff may impose special instructions for access to these areas (e.g. access in small groups, queueing, etc.)

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# **Article XIV. Evidence, retention and archiving**

The computerised registers, kept in the computer systems of the EPCC PONT DU GARD or any of its service providers, will be considered as proof of the sales contract, its date, the orders and the payments made.

Orders and invoices are archived on a reliable and durable medium, so as to correspond to a reliable copy, in accordance with the provisions of Article 1379 of the Civil Code.

# **Article XV. Customer Service**

For any information or complaint, the customer may contact the EPCC PONT DU GARD reservations department by telephone on +33 (0)4 66 37 51 10 from Monday to Friday from 9am to 5pm or by e-mail at: reservation@pontdugard.fr

# **XVI. Intellectual Property**

The EPCC PONT DU GARD website, in particular the source codes, texts, images and other elements are the exclusive property of the EPCC PONT DU GARD and/or its service providers. The entire content of the site is protected by copyright. In this respect, in accordance with the provisions of the intellectual property code, only the use of the site for private purposes is authorised. In the event of non-compliance with these provisions, any offender is liable to prosecution before the competent courts, including criminal courts.

# **XVII. Applicable law - Disputes**

The GTC and the contractual relationship between the EPCC PONT DU GARD and the customer are subject to French law.

Sales of tickets or services made online and sales of products or services made on site are subject to French law. In the event of a complaint, an amicable solution will be sought before any legal action is taken.

In the event of a dispute arising from the interpretation or execution of the GTC, the customer may have recourse, free of charge, to a conventional mediation procedure or to any other alternative dispute resolution method.

Failing this, in order to bring an action, the customer who is a consumer may, in addition to one of the territorially competent courts under the Code of Civil Procedure, choose the court of the place where he or she lived at the time of the conclusion of the contract or of the occurrence of the prejudicial event.

For professional customers, all disputes relating to the execution or interpretation of the reservation contract and these general terms and conditions must be brought before the Nîmes courts, this clause being deemed to be an attribution of jurisdiction.

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