

**GENERAL TERMS AND CONDITIONS**

**General public – Pont du Gard site**

**Version in force on 09 05 2022**

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**GENERAL TERMS AND CONDITIONS**

**"GENERAL PUBLIC" - 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. As such, the EPCC PONT DU GARD is the sole contracting party and interlocutor of the customer, 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 who purchases services or products from the EPCC PONT DU GARD.

IDENTIFICATION OF THE "SELLER":

L’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 general terms and conditions (GTC) is to define the conditions of sale to the general public on site or online via the website [www.billetterie.pontdugard.fr](http://www.billetterie.pontdugard.fr) and www.parking.pontdugard.fr.

Any purchase thus made by the customer implies his unreserved acceptance of the present terms and conditions. Unless otherwise agreed in writing by the seller, the GTC shall 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 where applicable.

Furthermore, the GTC apply to the exclusion of all other terms and conditions of sale or purchase, in particular those in force for sales by partner sales networks, the group GTC and the Business-Events GTC.

The EPCC PONT DU GARD reserves the right to adapt these GTC or to modify them at any time, without prior notice. In this respect, the customer is invited to regularly consult the website [www.billetterie.pontdugard.fr](http://www.billetterie.pontdugard.fr). In the event of a change, the version of the GTC that applies is the one in force on the day the order or purchase is placed.

The GTC are in accordance with article L111-2 of the Consumer Code.

# Article I. Scope of application

The GTC apply to all natural persons known as "General Public customers or visitors" who purchase services or products on an individual and private basis. These purchases may concern parking services, visits to cultural facilities, guided tours, events, shows, consumer products and, in general, any product or service sold on site or online by the EPCC PONT DU GARD.

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

# Article II. Parking fees and subscription conditions

The customer is informed that, for the EPCC PONT DU GARD, the parking fee is a source of contribution to the maintenance, preservation and enhancement of the historical and natural heritage site.

Parking in the light vehicle ("LV") car park on the right or left bank of the site, within the limits of available spaces, must be paid for at the site per vehicle on the day of the visit on presentation of the ticket received at the car park entrance terminal. Payment can be made (i) either at one of the ticket machines located on the left and right banks, (ii) or at the car park exit terminal, by credit card only, (iii) or at the ticket desk, when it is open to the public. This parking fee also entitles the holder to visit all of the site's outdoor areas (except for special events taking place outdoors, for which a specific fee would be charged) and to park for a period of time that coincides with the site's opening hours.

The current parking rates set by the EPCC PONT DU GARD's Board of Directors are expressed in € including VAT and are displayed at the entrance to the car parks, as well as on the website [www.pontdugard.fr](http://www.pontdugard.fr).

The EPCC PONT DU GARD reserves the right to modify its prices at any time.

The Pont du Gard site has a number plate recognition system which identifies the customer's vehicle and offers to transform the daily parking ticket into an annual subscription, valid only for the vehicle concerned, from the date of purchase of the daily ticket and according to the following conditions:

Once payment has been made and the customer has left the car park, he/she has a period of 14 calendar days after the date of purchase, corresponding to the period during which the EPCC PONT DU GARD's computer system retains the number plate data (see also Article VII of the GTC), to create an online subscription account, at no extra cost, via the form available on the site indicated on the tickets.

To do this, the customer must enter his or her surname, first name, e-mail address and the number plate of the vehicle with which he or she made the visit, so that it can be recognised by the system. The customer undertakes to ensure that the information entered in this registration form is accurate and correct.

Once the customer's entry has been completed, checked and validated, they will receive an email confirming their subscription, which will automatically take effect

Access to the site will then be based on the recognition of the subscriber's number plate when entering and leaving the car parks. For vehicles without a front registration plate, such as motorbikes, the subscription request must be made to the reception staff on the day of their visit or to the customer service department at [reservation@pontdugard.fr](mailto:reservation@pontdugard.fr) within a maximum of 14 days after the date of their visit, accompanied by the vehicle registration document.

In the event that the system is unable to read the licence plate number correctly, it will not be possible for the customer to convert his or her parking ticket into a yearly subscription, as the latter only works through the plate recognition system. The customer shall not be entitled to claim any compensation or subscription fee for this.

In addition, the subscription is linked to the vehicle registration number and the person who owns the vehicle. Consequently, in the event of the subscriber transferring the vehicle to a third party, the subscription will be terminated automatically and cannot be transferred to another of the subscriber's vehicles. Only the purchase of a new car park ticket can give rise to a new subscription under the above conditions.

A subscription may not be used by the customer for commercial or professional purposes. If fraudulent or professional use is observed, the EPCC PONT DU GARD reserves the right to terminate the current subscription without delay and without compensation of any kind.

In the event of loss of the parking ticket before payment or non-payment of the parking fee, the customer may request a ticket from the ticket machine or from the ticket desk if it is open, without additional charge, but is not entitled to the possibility of conversion to an annual subscription.

Any departure from the site during the day is considered definitive. It is not possible for the customer to claim a right to day parking after leaving the site.

IMPORTANT: the car parks are not guarded and the EPCC PONT DU GARD declines all responsibility in case of theft or damage to the vehicle or belongings inside. The customer is requested to lock the vehicle and not to leave any valuables or visible objects inside.

In the event of exceptional car park closures, the days and times of closure will be communicated as soon as possible, in particular on the website www.pontdugard.fr.

Finally, it is strictly forbidden for any customer to leave their vehicle parked overnight in a car park, under penalty of being billed a fixed fee of €45 (incl. VAT) per vehicle and per night for unauthorised occupancy of the public domain.

# Article III. Prices for visits to cultural facilities, guided tours and events

The prices displayed on the website www.pontdugard.fr. or on the EPPC PONT DU GARD website are expressed inclusive of all taxes, in Euros, and correspond to the current prices. Additional charges may apply, especially for online sales.

The price of the products displayed in the ticket office is indicated in Euros (€), all taxes included.

All services/products are payable in euros only.

The purchase of an entrance ticket giving access to the cultural facilities of the Pont du Gard site is an all-inclusive offer, applicable to each customer. The ticket gives access to the Museum, the Cinema, the Ludo area and the temporary exhibition within the limits of available places, opening hours and for the date or period indicated on the ticket. The eventual closure of one of the facilities, for whatever reason, does not lead to a reduction of the tariff.

Unless otherwise stated on the ticket, the entrance ticket to the cultural facilities of the Pont du Gard site does not give access to additional services (e.g. animated tours, etc.). However, the ticket for a guided or animated tour or a specific workshop includes admission to the cultural facilities, only on the day indicated on the ticket, which must be presented at the entrance to the cultural facilities. People who already have a ticket for the cultural facilities can exchange it for a ticket for a guided tour, an animated tour or a specific workshop by paying the corresponding supplement.

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.

Before coming, the customer must check on the EPCC PONT DU GARD website, the conditions and opening hours of the facilities included in the service on the day of the visit, in particular when purchasing online. These rules apply in the same way to the beneficiaries of the free products/services referred to in Article IV of the GTC.

# Article IV. Free products/services and discounts

Conditions for granting discounts or free products/services:

The customer acknowledges that he/she is aware of the discounts or free products/services to which he/she may be entitled for the purchase or order of tickets or products, these discounts being indicated in the pricing conditions displayed on the site and published on the EPCC PONT DU GARD website.

Only tickets with a free child ticket can be purchased on the online ticketing system when purchasing adult ticket(s) in the same transaction. All other free products/services can only be applied on site, at the reception points and with proof of identity.

Customers benefiting from reduced rates, the "child" rate or other free products/services must present proof of entitlement to the reduced rate or free product/service when purchasing on site or when visiting the site if the purchase is made via the Internet. If the corresponding fee is not available for sale online, the customer may obtain the ticket at the site. In all cases, customers who purchase a reduced fee ticket via the Internet must present themselves at the ticket office with the document(s) proving their eligibility for the corresponding fee, as well as a valid identity document. If these documents are not presented on site, the customer will not be able to access the site or the services concerned, unless he/she pays an additional fee representing the difference in price that he/she paid with the full rate.

# Article V. Conditions for the purchase and use of ticketing services

The purchase of a service and the issue of the corresponding ticket do not constitute an entitlement to a "fast-track ticket" unless otherwise indicated on the ticket purchased.

The terms and conditions of access to the site, to the cultural facilities and to the guided or animated tour, to the other activities or events, are specified on the e-ticket (i.e. a ticket purchased online and printable) and/or on the customer's 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.

During the checks, the customer must hold:

* 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.).

The ticket is only valid for the service purchased, on the date and under the conditions stated on the ticket.

IMPORTANT: It is strictly forbidden to reproduce, duplicate, resell or counterfeit a ticket in any way. The reproduction of the ticket and the use of a copy of this ticket are liable to criminal prosecution, and the EPCC PONT DU GARD reserves the right to lodge a complaint against the perpetrator.

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.

## Special terms and conditions for online orders (Internet)

### 1. Identification, creation and deletion of an account

To order a ticket online on the www.billetterie.pontdugard.fr website, 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 fill in the form and fill in the fields indicated as mandatory for the order to be processed:

* Name, first name and postal address
* Valid e-mail address
* Password
* Date of birth
* Telephone number (e.g. to enable text messages to be sent in certain cases, such as event cancellations)

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 (see below article VII)

### 2. Ordering process

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

* Creating an account or logging in via an existing account;
* Choice of type of service(s) and quantities ;
* Acceptance of the GTC: The customer declares that he/she has read these GTC before placing the order and has accepted them by ticking the corresponding box. In any case, the validation of the order equates to acceptance of these general terms and conditions;
* Confirmation of the content of the order and its amount ;
* Discount code to be filled in before payment (only for customers with a discount code provided by the EPCC Pont du Gard, by a Works Council, or a professional having an agreement with the commercial service of the EPCC Pont du Gard 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;
* Provision of proof of the transaction carried out in the customer area for downloading or printing by the customer.

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

### 3. Terms of settlement and payment

The payment made by the customer is considered as final acceptance of the nature of the services and/or products purchased, their quantity and the prices applied. The customer will not be entitled to any reimbursement whatsoever in the event of an error on his part concerning quantities, services or dates. The payment of tickets by the customer is made exclusively in Euro and by credit card. The customer guarantees the EPCC PONT DU GARD that he/she has the necessary authorisations to use the method of payment chosen when validating the order.

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 credit card details, which include the number, expiry date and cryptogram on the back of the card.

The customer's bank account will be 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 will be automatically cancelled.

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

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

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

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.

### 4. 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.

### 5. Conditions of validity and terms of use 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 printing a new ticket. To check the quality of the printing, the customer must ensure that the information written on the ticket, as well as the barcode, is perfectly 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 the information on the ticket are legible and ensure that the tickets are downloaded to the terminal beforehand. The EPCC PONT DU GARD cannot be held responsible in any way for any difficulties in accessing the mobile operator networks 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 is personal. It may not be transferred or resold.

The e-ticket does not constitute a "fast-track ticket" (unless otherwise indicated on the ticket purchased). The e-ticket is only valid for the services and for the date or period indicated in the corresponding offer and mentioned on the e-ticket. The e-ticket must be kept for the duration of the visit to the cultural facilities or during the guided tour or event, so that it can be presented at the various access checks. During the checks, the customer must hold:

* 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.)

On the other hand, the price displayed on the ticket given to the customer does not show the additional charges applied (if any, commission charges or management fees).

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

# Article VI. Specific sales conditions for "Shop" and "Catering" products sold at the site

## a. Scope of application

The present conditions apply to all sales concluded between the EPCC PONT DU GARD and a customer who purchases products offered for sale by the EPCC PONT DU GARD in its sales outlets.

IMPORTANT: These conditions do not apply to the catering services offered by the restaurant "Les Terrasses", nor to the products offered for sale by the Bistrot "les Petites Terrasses", located on the right bank, which are operated by third parties to the EPCC PONT DU GARD, under their own responsibility, and within the framework of the agreement that links them to the EPCC.

The fact that the customer buys products in a shop or in the EPCC PONT DU GARD's restaurants implies his or her unreserved acceptance of and full adherence to the specifically applicable general terms and conditions, which are available at the shop's reception desk or from the staff, on request by the customer.

The fact that the EPCC PONT DU GARD does not apply any of the articles of the general terms and conditions at a given time cannot be interpreted as a waiver of the right to invoke them.

The sales offer proposed by the EPCC PONT DU GARD in its shops is exclusively intended for customers with the legal capacity to contract. Every customer is deemed to fulfil this condition.

## b. Prices - Terms of payment

The products are sold to the customer at the price in force on the day the customer makes the purchase in the shop.

The price of the products is payable in full on the day of purchase in the shop by the customer, according to the following terms and conditions:

- in cash, within the limits provided for by the regulations in force;

- by credit card according to the terms and conditions displayed at the cash desk;

- by bank cheque. In the case of payment by cheque, it must be issued by a bank domiciled in France or Monaco, duly completed and signed by the customer and made out to the "Régisseur de recettes de l'EPCC PONT DU GARD"; the production of one or two identity documents may be required for any payment by cheque;

- by lunch voucher or holiday voucher, according to the regulations in force. No change will be given in this case.

The customer guarantees the EPCC PONT DU GARD that he/she has the necessary funds to pay for the product. The customer also guarantees the EPCC PONT DU GARD that he/she is fully authorised to use the method of payment used to pay for his/her purchase and in particular that he/she has the necessary authorisations to use this method of payment when validating his/her purchase.

## c. Products

In the shop, the customer is informed, according to the regulations in force, of the essential characteristics of the products offered for sale. The characteristics of the products are those communicated by the manufacturer in the instructions for use or in any other document attached to the products.

## d. Legal product guarantees

The products on sale benefit from the legal guarantee of conformity (articles L.217-3 to L217-17 of the consumer code) and the legal guarantee against hidden defects (articles 1641 to 1649 of the civil code) allowing the customer to return defective or non-conforming products, under the conditions provided for by the law.

To invoke the legal guarantee, the customer is invited to contact the EPCC PONT DU GARD by post or by e-mail at the following address: contact@pontdugard.fr

No commercial guarantee is given beyond the legal guarantees. Thus, apart from the application of the legal guarantees, the products can be neither returned nor exchanged.

## e. Transfer of risk - Transfer of ownership

The transfer of risks related in particular to the loss or deterioration of the products occurs at the moment the customer takes physical possession of the said products in the shop.

However, the transfer of ownership of the products to the customer only takes place after full payment of the sale price of the products by the customer.

# Article VII. Personal data

## VII -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.

## VII -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

− e-mail 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..

* Image and licence plate number of the customer's vehicle as it passes through the car park access and exit terminals,

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 relating to number plates allows the association of the number plate of a vehicle with a possible subscription of the customer as well as the time-stamping of his entries to and exits from the EPCC PONT DU GARD site;

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 may be exercised by the customer by sending an e-mail to the DPO at the following 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) with 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.

## VII -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) To 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;

## VII -4 Retention period of the Personal Data concerned

The Data relating to customers' number plates are kept for 14 days in order to enable the subscription request referred to in Article II of the GTC. If no subscription is set up, this Data will be deleted at the end of the 14-day period.

If a subscription is taken out by the customer, this Data will be kept for the duration of the subscription for the following purposes:

• guarantee the validity of the subscription,

• manage any disputes.

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.

## VII -5 Contact details for 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 VIII. Responsibilities

The EPCC PONT DU GARD is the sole contracting party and interlocutor of the customer, and is responsible, with regard to the customer, for the execution of the obligations resulting from the GTC and contracts concluded at a distance, 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 in the sense of Article 1218 of the Civil Code.

In particular, the following will be considered as cases of force majeure within the meaning of the GTC: 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.

During the year, the EPCC PONT DU GARD reserves the right to modify 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 him/herself or by a third party.

# Article IX - 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 verify the identity of a customer in possession of a print-at-home ticket, nor to verify the authenticity of the print-at-home 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.

# Article X - Rules and Regulations

Throughout their presence on the EPCC PONT DU GARD site, customers are subject to the rules and regulations of the Pont du Gard site.

The site's rules and regulations are displayed on site or at the entrance to the venue where a given event is taking place, and can be communicated by the EPCC PONT DU GARD to the customer on request.

The purchase of a ticket implies acceptance of the rules and regulations of the site and the venue. The customer shall comply with them under penalty of being held liable.

# Article XI. Evidence, retention and archiving

The computerised records 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, orders and 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 XII. Cancellation, claims and refunds

Tickets for admission to the EPCC PONT DU GARD cultural facilities and for guided tours and events are 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 cases of force majeure. Tickets may not be transferred or resold.

For services for which a minimum number of participants is required, the EPCC PONT DU GARD reserves the right to cancel the service if this number is not reached.

In the event of the definitive cancellation of an event or service, reimbursement will only be made to the customer upon return of the ticket and after verification 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 price of the ticket or service will be reimbursed, excluding any additional costs. No additional costs of any kind (transport, hotels, parking, etc.) will be reimbursed or compensated.

Furthermore, requests for reimbursement will only be accepted if they are sent to the EPCC PONT DU GARD at the following address: [reservation@pontdugard.fr](mailto:reservation@pontdugard.fr) within a maximum period of 2 months following the cancellation of the event or the service by the EPCC PONT DU GARD. In this case, the EPCC PONT DU GARD will refund the amounts paid by the customer, and the latter will not be able to raise any other claim on this subject, nor claim any additional compensation.

In the event of a possible postponement of the event or service, the possible reimbursement of the ticket or its exchange will be subject to special conditions which will then be communicated by the EPCC PONT DU GARD to the customer.

For purchases made online or at the site's ticket machines, payment will be considered as final acceptance of the quantity and prices indicated. The customer shall not be entitled to any refund in the event of an error in quantity, service or date on his/her part.

Customers who have purchased an undated ticket on the Internet must ensure that the facilities included in the service are open on the day of their visit before they come. In the event that one or more facilities are closed at the initiative of the EPCC PONT DU GARD on the day of the visit, or conversely in the event of totally free access to the site, the customer will not be entitled to any reimbursement or compensation.

The renunciation by the customer of one or more services or facilities of the site, included in the ticketing or parking offer or the actual time spent on the Pont du Gard site on the day of the visit cannot give rise to any reimbursement or any form of compensation.

The partial or total closure of the site and the reduction in the opening hours of the site and its cultural facilities may not give rise to any reduction in the car park rate and may not be the subject of a request for a refund of tickets.

The customer who is eligible for a reduced rate or free ticket and who has purchased a full rate ticket cannot claim reimbursement of the difference, except in the case of a proven lack of information on the part of the EPCC Pont du Gard at the time of purchase of the ticket and after verification and agreement by the customer service.

All complaints must be sent to the customer service department, directly to the address: [reservation@pontdugard.fr](mailto:reservation@pontdugard.fr) within a maximum of 14 days following the date of the visit. After this period, no claim may be made for reimbursement or credit, even partial.

# Article XIII. Customer Service

For any information or complaint, the customer can contact the EPCC PONT DU GARD by telephone on +33 (0)4 66 37 50 99 from Monday to Friday from 9am to 5pm or by e-mail at: reservation@pontdugard.fr for the attention of the customer service.

# XIV. 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 use is authorised. In the event of non-compliance with these provisions, any offender is liable to prosecution before the competent courts, including criminal courts.

# XV. Applicable law - Disputes

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

Ticket sales 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.