

## TERMS AND CONDITIONS OF SALE

### GENERAL PUBLIC - PONT DU GARD SITE

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## TERMS AND CONDITIONS OF SALE

### GENERAL PUBLIC - PONT DU GARD SITE

#### Introduction

The Pont du Gard Public Association of Cultural Cooperation (EPCC), set up by decree on the 4th April 2003 by the Gard Prefecture, is responsible for managing the Pont du Gard site. It is a state-funded body with industrial and commercial functions. As such, the Pont du Gard EPCC is the single point of contact for the purchaser and is responsible for meeting all obligations arising from the present terms and conditions of sale.

#### VENDOR IDENTIFICATION

The Pont du Gard Public Association of Cultural Cooperation (PONT DU GARD EPCC)  
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](mailto:contact@pontdugard.fr)

### TERMS AND CONDITIONS OF SALE

The present terms and conditions of sale aim to set out terms and conditions for the general public, governing on site or online purchases ([www.billetterie.pontdugard.fr](http://www.billetterie.pontdugard.fr)).

Any purchase made by the customer implies automatic and unconditional acceptance of the present terms and conditions of sale.

These conditions shall apply to the exclusion of all other terms and conditions, including those relating to partner sales networks, terms and conditions for consumers and Business-event management. The PONT DU GARD EPCC reserves the right to adapt or modify these conditions at any time, without notice. In the event of any modifications to these terms and conditions, the terms and conditions that apply are those in force on the day the booking or purchase is made, or order is placed.

#### I. Scope

These terms and conditions apply to all natural persons - known as "the General Public" - visiting in a private or personal capacity, and concern the purchase of particular services relating to tours (guided or self-guided), events or shows, consumables and, broadly speaking, all products or services sold on site or online by the PONT DU GARD EPCC.

The PONT DU GARD EPCC uses a virtual ticketing service for the purchase of tickets and issues customers with access rights, hereinafter referred to as "tickets," for the purpose of clarity.

#### II. Pricing

Prices displayed are shown in Euros and are inclusive of VAT; prices correspond to prices in force on the day the booking or purchase is made, or order is placed. Additional fees may be applied, particularly for online sales. The price of products available in the shop is displayed in Euros (€), inclusive of VAT. All services/products should be paid for in Euros only.

Site admission tickets (admission only or admission and tour) include parking, in specially designated areas, on left and right river banks, either side of the site, subject to availability. Parking spaces, which are unsupervised, are strictly reserved for visitors to the Pont du Gard site. Public rates are displayed at the entrance to the site and the reception area, on the left and right banks. The PONT DU GARD EPCC reserves the right to change its prices at any time.

Tickets available for sale on the PONT DU GARD EPCC website ([www.billetterie.pontdugard.fr](http://www.billetterie.pontdugard.fr)), subject to the present terms and conditions, are valid as long as they are available to purchase online. As such, ticket prices may be subject to real-time adjustments.

The PONT DU GARD EPCC reserves the right to refuse a sale or booking, or honour a ticket order from a customer who has not fully settled a previous order or with whom there is an on-going payment dispute.

### ***Freebies and discounts***

#### Conditions for granting freebies and discounts:

Information about reductions and discounts is provided under pricing conditions; as such, the customer acknowledges that he is aware of any freebies to which he is entitled when purchasing or ordering tickets or products.

Visitors eligible for reduced rates or children's rates must present supporting documentation providing evidence of eligibility when purchasing tickets on site or when they arrive on site, if they have purchased tickets online. If the corresponding price is not available online, the customer must obtain the ticket on site. This means that a customer who has purchased a discounted ticket online will need to arrive on site with supporting documentation providing evidence of eligibility for discounted tickets as well as a valid form of ID. If the customer fails to produce the necessary proof on site, he will be unable to access the site or relevant services, unless he pays an additional sum representing the difference in price between a discounted and a full-price ticket.

A customer eligible for a discounted ticket, who has purchased a full price ticket, is not entitled to claim a refund for the difference.

Full or partial hire of the venue, partial closure or a reduction in opening hours may result in a price reduction if the PONT DU GARD EPCC believes that such conditions will adversely affect the customer experience. In the event of closure due to unforeseen circumstances, revised dates and times will be posted on site and on our website, [www.pontdugard.fr](http://www.pontdugard.fr), as soon as possible.

The customer must check, before arrival, that the areas included as part of the services purchased, are open on the day of his visit. These same rules also apply to visitors receiving freebies and complimentary services.

### **III. Terms and Conditions: Ticketing Services**

Entry tickets to the Pont du Gard site are individually priced packages, which provide access to services described for the date and time period indicated on the ticket, depending on customer selection, number of places available, and opening hours of site and any on site spaces.

All admission tickets are single-entry with no re-entry once customers have exited the site.

Unless indicated to the contrary on the ticket, the admission ticket does not grant access to additional services (e.g. hire of video-guides) which need to be purchased separately.

If the customer decides to cancel one or more of the on site services included in his offer, on the day of the visit, he will not be eligible for a refund.

Purchasing a service and being in possession of the relevant ticket does not entitle the ticket holder to queue-jump (unless indicated to the contrary on the goods purchased.)

Terms and conditions governing access to the site are set out on the e-ticket and/or at the site entrance. The ticket is valid for any services purchased, on the date and at the time indicated on the purchase offer and reproduced on the ticket. The customer must retain this ticket at all times, when visiting the Pont du Gard site, for presentation at various entry check points.

Purchased tickets cannot be exchanged, refunded or amended, unless the agreed service or event is cancelled by the PONT DU GARD EPCC. It cannot be transferred or resold.

The ticket is only valid for the service purchased, on the specified date, and subject to the conditions, printed on the ticket.

Any reproduction, duplication or counterfeiting of this ticket, using any means whatsoever, is strictly forbidden. Anyone found reproducing and using a duplicate ticket will be liable to criminal prosecution.

Failure to comply with the set of rules outlined above will render the ticket null and void.

## a. Terms and Conditions: Online Payments

### 1. Logging in, setting up and deleting an account

To order an online ticket, the customer needs to set up an account or log-in, if he already has an account. When setting up an account, the customer must fill in the form and complete all fields marked "required," so his order can be processed.

Surname, first name and postal address

Current e-mail address

Password

Date of birth

Telephone number (for receiving text notifications in the event of cancellation etc.)

The customer undertakes to ensure that the information entered on the registration form is accurate and correct.

Confirmation of registration and account creation will be sent to the email address indicated on the registration form.

To delete an online account, the customer must send a signed letter to the PONT DU GARD EPCC (at the address set out in the introduction) including personal data from the account, provided when the account was set up, together with photocopied proof of identity of an individual authorized to act on behalf of the corporate entity, and his/her signature. The customer will receive a response within 2 months of receipt of the request.

### 2. Ordering process

Choice of service and quantities

Setting up an account or logging-in

Acceptance of terms and conditions of sale: the customer acknowledges that he has read, and understood, the present terms and conditions of sale, before placing his order. Any placement of an order therefore implies the customer's acceptance of these terms and conditions of sale.

Confirmation, and contents, of order and price

Online payment

The customer will receive email confirmation of booking and e-tickets that he can download and/or print out.

Evidence of all completed transactions are available to download or print out from the customer area.

The ticket order is only considered confirmed and legally binding on the PONT DU GARD EPCC once the customer has received a confirmation e-mail. The customer is, therefore, reminded to check his e-mail.

The customer is responsible for ensuring that the details he has provided are correct.

### 3. Terms and Conditions: Methods of Payment

Payment of an order by a customer implies definitive acceptance of the quantity of goods requested and stipulated price.

The customer cannot claim a refund for any errors relating to number of tickets issued, services requested or date booked, resulting from incorrect input.

Customers must pay for tickets in Euros, using a bank card.

The customer assures the PONT DU GARD EPCC that he is authorised to use the method of payment selected when placing the order.

After checking the order, the customer will be re-directed to a secure distance-selling payment server (3D secure). Customers can pay online by entering their credit/debit card details including the card number, expiry date and secure code found on the back of the card.

Once the transaction is accepted by the payment centre, the customer's bank account will be debited the sum owed. Should the payment centre refuse the transaction, the order will be automatically cancelled.

The PONT DU GARD EPCC is required to produce a proof of purchase. A copy will be available (to download/print) from the customer area. A second copy will be kept for one year by the public institution.

In the absence of evidence to the contrary, data recorded by the PONT DU GARD EPCC constitutes proof of all transactions between the PONT DU GARD EPCC and its customers.

All purchases are final; once payment is confirmed, the customer cannot cancel or amend his booking.

The PONT DU GARD EPCC uses the secure, online payment system PAYZEN which is protected by SSL encryption technology. The customer's bank details are protected, since the payment approval codes issued by the banks are the only items that are retained.

The PONT DU GARD EPCC guarantees that the encryption methods and services used for secure payments are authorised and in accordance with current legislation.

### 4. Exercising right of withdrawal

In accordance with article L221-28-12° of the Consumer Code, services offered by the PONT DU GARD EPCC, classified as leisure and catering services which must be provided on a specific date or within a specific period, are exempt from the right of withdrawal set out in articles L221-18 et seq of the same code for distance and off-premises contracts.

### 5. Terms and Conditions: E-tickets

The e-ticket is only valid if:

- ✓ it is printed on blank, white A4 paper.

A good quality printout is required. Tickets that are partially printed, dirty, damaged or illegible will not be accepted and will be deemed invalid.

In the event of a mishap or poor quality printout, the customer must re-print the file.

To check the quality of the printout, the customer must ensure that the information written on the ticket, as well as the bar code, are clearly visible.

- ✓ The ticket may also be presented in electronic form on a device such as a smartphone or tablet. In this instance, the customer must check that the bar code and information on the ticket are clearly visible and remember to download the tickets on the relevant device before hand. The PONT DU GARD EPCC cannot be held responsible for ensuring customer access to network providers when on site, or for the theft, loss or malfunction of the customer's mobile device. There are no facilities for printing tickets on site, on the day of the visit.

The PONT DU GARD EPCC shall not be liable for any malfunction that may occur when printing a ticket if said malfunction was unintentional or resulting from negligence in the event of loss, theft or fraudulent use of the ticket.

The e-ticket is non-transferable. It cannot be transferred or resold.

Being in possession of a ticket does not entitle the ticket holder to jump the queue (unless specifically indicated on the ticket); information about site access will be detailed on the ticket and/or made available to customers on arrival at the site. The ticket is valid for any services purchased, on the date and at the time indicated on the purchasing offer and reproduced on the ticket. The customer must retain this ticket at all times, when visiting the Pont du Gard site, for presentation at various entry check points.

At ticket check points, the customer must provide:

- ✓ current proof of identity with photo: ID card, passport, driving licence or residency permit. Family record books are accepted for children,
- ✓ together with proof of eligibility for discounted or free tickets, where appropriate (membership card, job seeker id, disabled card etc.)

On the other hand, the price displayed on the customer's ticket does not systematically show any additional fees charged.

## b. Specific Provisions and Arrangements: Membership Card

The membership card entitles the holder to the services and benefits set out in the offer document given to the customer. The offer document can be requested at any time from the customer relations department.

The physical membership card will be issued to the customer in person at the time of purchase and/or on presentation of proof of purchase online. If the membership card includes a photo of the customer, when purchasing the card, the customer must agree to his image appearing on the document. Any refusal will result in the cancellation of the card and any associated benefits.

In the event that the card does not work properly, the Pont du Gard EPCC undertakes to post a new card free of charge, or issue a new card to the member for collection on site; in the meantime, the member can continue to enjoy all the rights and advantages even if he is not in physical possession of the card: option to order online ([www.billetterie.pontdugard.fr](http://www.billetterie.pontdugard.fr)) by logging on to the members' area.

This card is strictly **non-transferable and not to be loaned or sold to third parties, or used for commercial or professional gain.**

Any reproduction, duplication or counterfeiting of this card, using any means whatsoever, is strictly forbidden. Reproduction of a membership card or use of a duplicate copy will result in criminal prosecution.

The customer must carry the card with him at all times when visiting the Pont du Gard site and present it for inspection at various entry checkpoints.

If a customer fails to show his membership card when visiting the Pont du Gard site, he will be refused access unless he pays the standard entrance price. In this instance, he will not be entitled to any refund.

If a customer fails to comply with the rules set out in the present terms and conditions of sale, the PONT DU GARD EPCC may confiscate or withdraw the card without offering a refund or compensation.

#### **Online purchase of membership card - Exercising the right of withdrawal**

By confirming his order, the consumer expressly acknowledges that he is requesting the immediate supply of services and waiving his rights to withdraw from the purchase, under article L221-25 of the Consumer's Code. The proof of purchase issued when purchasing a membership card online, represents an immediate supply of services in that it allows customers, in possession of said proof of purchase, to receive their membership card when they next visit the site. In addition, the consumer can take immediate advantage of discounted rates to paid shows and events on sale in the members area of the Pont du Gard website.

Finally, in accordance with article L221-28-12° of the Consumer Code, services offered by the PONT DU GARD EPCC, which are classified as leisure services and must be provided on a specific date or within a specific period, are exempt from the right of withdrawal set out in articles L221-18 et seq of the same code for distance and off-premises contracts.

## **IV. Purchasing conditions for products and services purchased in on site Stores and Restaurants**

### **a. Scope**

These Terms and Conditions apply to all sales transactions between the PONT DU GARD EPCC and customers wishing to purchase any products offered for sale by the PONT DU GARD EPCC, from its retail spaces.

These terms and conditions of sale do not apply to catering services offered by "Les Terrasses" restaurant or products for sale at "La Crêperie du Pont du Gard" which are operated by third parties and subject to their own conditions and liabilities.

By making a purchase from the shop, the customer is signaling his unconditional acceptance of the Terms and Conditions of Sale which are available, by request, from the store's reception desk or shop staff. As such, the customer declares that he has understood and agreed to the Terms and Conditions of Sale before making his in-store purchase.

The non-enforcement by the PONT DU GARD EPCC, at any given time, of any of the provisions of the present Terms and Conditions of Sale shall not be interpreted as a waiver of the subsequent enforcement of any of the said Terms and Conditions of Sale.

The items offered for sale by the PONT DU GARD EPCC in its shops are intended solely for customers considered capable of entering into a contract. The customers confirms that he meets this requirement.

### **b. Price - Methods of payment**

Products purchased in the shop are sold to customers at the rate in force on that day.

Products purchased in store must be paid for in full, on the day of purchase, using one of the following methods:

- cash, within limits imposed by existing regulations.
- bank card, in accordance with methods of payment displayed at the till.
- cheque. If paying by cheque, the cheque must be issued by a bank based in France or Monaco; it must be completed and signed by the customer and made payable to the Régisseur de Recettes de l'EPCC PONT DU GARD (PONT DU GARD EPCC Payments Officer).

- lunch vouchers or holiday cheques, in accordance with existing regulations. No change will be given in this instance.

The customer assures the PONT DU GARD EPCC that he has the necessary funds to pay for the product. The customer also assures the PONT DU GARD EPCC that he is fully entitled to use the method of payment selected to pay for his purchase and, specifically, that he is authorised to use this method of payment when confirming the purchase.

### c. Products

Product features

Customers are informed about the products' essential features in store.

Product features are provided by the manufacturer on the instruction guide or other documentation attached to the product.

### d. Legal guarantees for consumer goods

Products offered for sale are covered by a legal guarantee of conformity (articles L.217-4 to L.217-14 of the French Consumer Code) and a legal guarantee against hidden defects (articles 1641 - 1649 of the Civil Code) allowing the customer to return products that are faulty or non-compliant on delivery, under the terms laid out in the law.

If the customer wishes to make a legal guarantee claim, he must contact the PONT DU GARD EPCC by post or e-mail at the following address: [contact@pontdugard.fr](mailto:contact@pontdugard.fr)

No commercial warranties are offered in addition to any legal guarantees. This means that, if a claim falls outside the scope of a legal guarantee, the product in question cannot be returned or exchanged.

### e. Risk transfer - Transfer of ownership

The transfer of risk of loss or damage to goods occurs when the customer takes physical ownership of the products in store.

Regardless of regulations governing product risk transfer, as set out above, transfer of ownership of goods to the customer only occurs once payment has been made in full.

## V. Personal Data

In accordance with the amended Act n°78-17 of 6 January 1978 (the so-called "Data Protection Act) and the General Data Protection Regulation 2016/679 of 27 April 2016, the customer is informed that any personal data that may concern him:

- will be automatically processed by the PONT DU GARD EPCC in order to provide access to products and services on offer;
- and may also be shared with PONT DU GARD EPCC partners in order to process orders, including online payment or invoicing.

In addition, wherever possible, this information may also be used to contact the customer, in the event of cancellation or any changes to tickets purchased including date of visit and/or services available.

In addition, the customer can explicitly agree to receive newsletters and offers from PONT DU GARD EPCC by text or e-mail.

Information, requested to complete online forms, marked with an asterisk, is mandatory and needed to manage customer requests. Failure to complete all required fields will result in the PONT DU GARD EPCC being unable to process the customer's request.

In accordance with the Data Protection Act n°78-17 of 6 January 1978 and the General Data Protection Regulation n° 2016/79 of 27 April 2016, the customer has the right to data portability and a right to access, correct, delete and restrict processing of any personal data that may concern him. In addition, the customer has the right to set out guidelines determining the fate of his personal data after his death. The customer can also, for legitimate reasons, object to the processing of any data that may concern him and exercise the right to withdraw his consent at any time. Finally, the customer has the right to lodge a complaint with a supervisory authority.

He can exercise these rights by sending an e-mail to the following address: [contact@pontdugard.fr](mailto:contact@pontdugard.fr) or writing a letter to PONT DU GARD EPCC (Customer Services Department - 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 valid proof of identity, bearing the customer's signature and indicating the address to which the reply must be sent.

The customer will receive a response within one (1) month of receipt of request.

The customer is informed that if he wishes to exercise his right to delete or oppose any personal data, all or part of the Site may be made inaccessible to him.

The EPCC PONT DU GARD website uses cookies. The customer can disable cookies by changing the relevant settings in his browser. However, disabling cookies may prevent customers from using some of the features available on the PONT DU GARD EPCC website including its online ticket office. By purchasing online, the customer explicitly consents to the processing of any personal data that may concern him, in the manner and for the purposes set out above.

## VI. Responsibilities

The PONT DU GARD EPCC is the customer's sole point-of-contact and is responsible for the fulfillment of obligations to customers arising from the present terms and conditions of sale and contracts concluded remotely, in accordance with articles L221-1 et seq of the Consumer Code.

The PONT DU GARD EPCC cannot be held liable for the non-execution or improper execution of the contract caused by the customer, by an unavoidable or unforeseeable act of a third party, or a force majeure event.

The PONT DU GARD EPCC shall not be liable for any malfunction that may occur when ordering, processing or printing a ticket if said malfunction was unintentional.

In addition, the PONT DU GARD EPCC accepts no responsibility for the unavailability of a service, resulting from a force majeure event, including:

- Any anomalies in the member's hardware
- Unpredictable or unavoidable events attributable to a third party
- Unavailability of Internet service.

In addition, the PONT DU GARD EPCC will not be held liable for any failure to perform its obligations as a result of a force major event, beyond its control including, in particular, problems with disruption to transport services, strikes, exceptional weather conditions or fire etc.

For organizational reasons, the PONT DU GARD EPCC maintains control of all services offered for sale on site and online, and the marketing of these services. No claim can be made in this regard and no compensation can be requested.

In addition, irrespective of cause, the PONT DU GARD EPCC accepts no responsibility for damage to personal effects, objects or equipment brought on site by customers, for which they are responsible. Finally, the customer assumes sole responsibility for the use, either by himself or a third party, of any ticket or services purchased.

#### ***Responsibility arising from fraudulent ticket use***

The PONT DU GARD EPCC can refuse access to the Pont du Gard site if it becomes aware that several printouts or duplicates of print-at-home tickets are in circulation and that individuals in possession of duplicate printouts or copies have been already granted access to the site.

The PONT DU GARD EPCC has no obligation to check the identity of a person in possession of a print-at-home ticket, or check the authenticity of a print-at-home ticket given that it is impossible to determine with absolute certainty whether the ticket is an original print-at-home ticket or a copy; access to the Pont du Gard site will only be granted to the first visitor to show the ticket or copy of the ticket. This person is presumed to be the legitimate ticket holder.

In this scenario, if the person in possession of a print-at-home ticket is refused access to the site, he is not entitled to claim any refund.

The person responsible for copying the ticket and the person using the duplicate ticket are subject to criminal prosecution.

#### ***Responsibility arising from ticket or membership card theft or loss***

The PONT DU GARD EPCC cannot be held liable for the loss, theft or illegal use of the ticket or membership card.

#### ***Responsibility for content of the cultural programme***

The PONT DU GARD EPCC reserves the right to change its programme of events and shows, or the content of services offered for sale, during the course of the year; however, such modifications do not entitle customers to any refund or compensation.

#### ***Customer responsibility on site***

During their visit, visitors are subject to the internal regulations governing the Pont du Gard Site.

Site rules and regulations are available on the website, at the entrance to the venue where the event is taking place, or from the PONT DU GARD EPCC. The act of purchasing a ticket or membership card implies acceptance of the site and event venue's rules and regulations. The customer will be held accountable for his actions, should he fail to comply with these regulations.

## **VII. Evidence, storage and filing**

Computerised records stored, under reasonably secure conditions, in the IT systems belonging to the PONT DU GARD EPCC or their service providers, will be taken as evidence of contracts, dates of sale, completed orders and payments

Invoices and orders are stored on a reliable, durable medium, so as to constitute durable copies, in accordance with the provisions of article 1379 of the civil code.

## **VIII. Cancellation and refunds**

Tickets and membership passes cannot be refunded, returned or exchanged unless the service requested by the customer is cancelled by the PONT DU GARD EPCC. In addition, tickets and membership passes cannot be transferred or resold.

For services that require minimum numbers, the PONT DU GARD EPCC reserves the right to cancel this service should there be an insufficient number of participants. In the event that an Event or service is permanently cancelled, the original purchaser will only be refunded once the ticket has been returned and after verifying that it has not been used; for example, if the PONT DU GARD EPCC has granted the customer permission to use his ticket on another date.

Only the price of the ticket will be refunded, excluding any additional costs. Customers will not be eligible for a refund or compensation for any additional fees, of any kind whatsoever (transport, hospitality, parking etc.) In addition, requests for refunds will only be accepted if they are received by PONT DU GARD EPCC within a maximum of 4 months following cancellation of the Event or service on offer. If this is the case, the PONT DU GARD EPCC will refund any payments already made by the customer; the customer will not be eligible to file any complaints related to this issue or claim any compensation.

If an event or service is postponed, any potential refund or exchange of tickets will be subject to specific terms and conditions which the PONT DU GARD EPCC will convey to the customer at that time.

A customer who has purchased an undated ticket on the Internet must check, before arrival, that the areas included as part of the services purchased, are open on the day of his visit. In the event that the PONT DU GARD EPCC needs to close one or more spaces on the day of the visit, or conversely, if there is free and unrestricted access to the site on said day, the customer will not qualify for any refund or compensation.

The customer must lodge a complaint with customer services regarding all other matters.

## IX. Customer Service

For further information or complaints, please contact the PONT DU GARD EPCC by telephone on +33 (0)4 66 37 50 99, Monday to Friday, 9am to 5pm, or by e-mail at the following address: [contact@pontdugard.fr](mailto:contact@pontdugard.fr), marked for the attention of the Customer Services Department.

## X. Intellectual Property

The website, source code, texts, graphics and other elements included in the website are the exclusive property of the PONT DU GARD EPCC's service provider. The entire content of this website is copyright protected. As such, this website is authorised for private use only, in accordance with the provisions of the Intellectual Property Code. Failure to comply with the set of rules outlined above will render the ticket null and void.

## XI. Applicable Legislation - Disputes

These Terms and Conditions as well as the contractual relationship between the PONT DU GARD EPCC and the customer are also subject to French law. Tickets or services purchased using the online sales platform and products or services purchased on site are also subject to French law.

In the event of a complaint, efforts will be made to arrive at an amicable solution before resorting to legal action.

In the event of a dispute arising out of the interpretation or implementation of the terms and conditions of sale, the customer will have free recourse to mediation, or any alternative method of dispute resolution.

Failing this, the customer, in his capacity as consumer, may lodge a complaint and, under the Civil Procedure Code, select a court with local jurisdiction, located either where he was living at the time the contract was finalized or when the harmful event occurred.