

LAFAYETTE ANTICIPATIONS

Fondation d'entreprise Galeries Lafayette

TERMS AND CONDITIONS OF SALE

PREAMBLE

These terms and conditions of sale apply between:

Lafayette Anticipations - Galeries Lafayette Corporate Foundation, with registered address at 9 rue du Plâtre, 75004 Paris, and SIREN number 798 857 017 (Hereinafter referred to as "the Foundation").

Telephone number: +33 (0)1 57 40 64 17

Email: billetterie[a]lafayetteanticipations[.]com

Website: <https://www.lafayetteanticipations.com/en>

And

Any individual or legal entity making a purchase; (Hereinafter referred to as "the Buyer").
At the Foundation's ticket offices or website <https://www.lafayetteanticipations.com/en>.

These conditions define the on-site and remote terms of sale in place between the Foundation and the Buyer and applicable to the Order, payment and delivery of individual tickets, group visits and memberships.

Definitions:

- "Order": any contract binding the Buyer and the Foundation for the purchase of one or more Product(s).
- "Product": a Product within the meaning of these terms and conditions of sale, the proposed sale for an overall price, of one or more general admission tickets to the Foundation, special event tickets, group visits and memberships.
- "TCS": refers to these terms and conditions of sale of Products, in person or online, applicable to the placement and processing of orders. By placing an order, the Buyer is considered to accept these TCS.

Prior to placing any order via the Website, the Buyer has to accept these TCS by ticking the relevant box.

The Buyer states that they are at least 18 years of age and have full legal capacity, or have parental authorization to place an order in person or online for Products from the Foundation.

Chapter 1: Sale of individual tickets

Chapter 2: Sale of group visits

Chapter 3: Membership sales

CHAPTER 1: SALE OF INDIVIDUAL TICKETS

Article 1: Sale of general admission tickets and tickets for special events

1.1 - Scope of application of the terms and conditions of sale

These terms and conditions apply to the sale of general admission tickets and special events tickets bought individually at the ticket offices and/or via the Foundation's website.

The Foundation reserves the right to make any modifications to the TCS for individual tickets, these conditions being applicable only to sales made after such modification.

1.2 - Terms of sale for individual tickets

1.2.1 - General admission tickets to the Foundation

Orders are made:

- Online at the Foundation's website: <https://www.lafayetteanticipations.com/en>.

Orders for general admission tickets made online are made on a named-day basis.

Sales are processed within the limit of quotas allocated to an offer.

If the Buyer does not receive confirmation that their Order has been accepted or rejected by email within one day, they should contact the Foundation by telephone on +33 (0)1 42 74 95 59.

In accordance with the provisions of Article L. 121-21-8 of the French Consumer Code, the Buyer has no right of cancellation.

- At the Foundation's ticket offices.

General admission tickets are on sale at the Foundation's ticket offices from the time it opens until half an hour before it closes.

In accordance with the provisions of Article L. 121-21-8 of the French Consumer Code, the Buyer has no right of cancellation.

1.2.2 - Special events

Orders are made:

- Online at the Foundation's website: <https://www.lafayetteanticipations.com/en>.

Sales of tickets for special events (concerts, shows, private visits, educational workshops, etc.) are processed within the limit of the quotas allocated to an offer.

Orders for special event tickets can be placed from the date on which they go on sale, as indicated in the calendar on the Foundation's website. The dates on which tickets go on sale may be changed by the Foundation without notice.

If the Buyer does not receive confirmation that their Order has been accepted or rejected by email within one day, they should contact the Foundation by telephone on +33 (0)1 42 74 95 59.

In accordance with the provisions of Article L. 121-21-8 of the French Consumer Code, the Buyer has no right of cancellation.

- At the Foundation's ticket offices.

Special events tickets are on sale at the Foundation's ticket offices from the time it opens until half an hour before it closes.

Upon receipt of the tickets, Buyers should check that they match the Order.

Article 2: Price and payment

2.1 - Price of general admission and special event tickets

The prices of general admission tickets and special event tickets (face value) are given in euros including tax. The tickets remain the property of the Foundation until full and final receipt of the price.

The price list is appended to these TCS.

The Foundation reserves the right to check the identity of anyone presenting a print-at-home ticket in order to verify that they are indeed the Buyer of the ticket, not to check the authenticity of the print-at-home ticket given that imitations and copies cannot be categorically identified as such when presented at the event admission point.

2.2 - Payment of general admission and special event tickets

The purchase of one or more tickets from the Foundation ticket offices requires payment in full by bank card (Visa/Mastercard, Carte Bleue), by cheque (made out to Lafayette Anticipations with proof of identity), or in cash.

For only ticket purchases, only payment by bank card is permitted (Visa/Mastercard, Carte Bleue).

The Foundation's online sales platform, operated by Digitick, uses the PayBox secure payment service (<http://www.paybox.com>) which is certified PCI/DSS compliant.

Confidential data (16-digit bank card number, expiry date, etc.) is transmitted in encrypted form by Digitick to the PayBox payment platform and is not stored but processed directly by the payment service. The Foundation guarantees that the encryption methods and services used to secure the transactions have been authorized or declared by the encryption manager, in accordance with current law.

The amount of the Order is debited when the payment is validated.

CHAPTER 2: SALE OF GROUP VISITS

Article 2.1: Group visit bookings

2.1.1 - Scope of application of the terms and conditions of sale

These terms and conditions apply to the sale of visits for groups of adults, young people or students booked in writing, at the ticket office or by telephone on +33 (0)1 42 74 95 59.

The Foundation reserves the right to make any modifications to the TCS for group tickets, these conditions being applicable only to sales made after such modification.

2.1.2 – Visit booking process

Bookings are processed within the limit of quotas allocated to an offer.

Bookings are made:

- By telephone.

Visits can be booked by telephone by contacting the call centre on +33 (0)1 42 74 95 59.

Payment is made in advance of the visit or in person on the day of the visit at the Foundation ticket offices, upon presentation of the visit confirmation sent by post.

In accordance with the provisions of Article L. 121-21-8 of the French Consumer Code, the Buyer has no right of cancellation.

- At the Foundation's ticket offices.

Group visit tickets are on sale at the Foundation's ticket offices from the time it opens until half an hour before it closes.

Upon receipt of the booking confirmation, Buyers should check that it matches their booking.

Article 2.2: Price and payment

2.2.1- Group visit prices

The prices for group visits are given in euros including tax.

The price list is appended to these TCS.

The Foundation reserves the right to change the group visit prices at any time. However, these changes shall not affect the price of Orders already placed. Any payment method not specified in these TCS will be refused by the Foundation.

2.2.2- Payment of group visit tickets

Payment of group visit tickets is made:

- in advance of the visit by cheque;
- in person on the day of the visit at the Foundation ticket offices, upon presentation of the visit confirmation sent electronically.

Payment of group visit tickets at the Foundation ticket offices requires payment in full by bank card (Visa/Mastercard, Carte Bleue), by cheque (made out to Lafayette Anticipations with proof of identity), or in cash.

CHAPTER 3: MEMBERSHIP SALES

Article 3.1: Membership Orders

3.1.1- Scope of application of the TCS

These terms and conditions apply to the sale of membership options offered by the Foundation: "Lafayette Anticipations" Individual Pass - "Lafayette Anticipations" Duo/Family Pass. These membership options are ordered at the Foundation's ticket office.

The Foundation reserves the right to make any modifications to said TCS, these conditions being applicable only to sales made after such modification.

3.1.2 – Terms of sale for memberships

Orders are made at the Foundation's ticket offices.

Memberships are on sale at the Foundation's ticket offices from the time it opens until half an hour before it closes.

Right of cancellation:

The Buyer has the right to cancel without giving a reason within fourteen days from the date of entering into the contract.

To exercise this right of cancellation, the Buyer must notify the Foundation, whose contact details are given in the preamble to these TCS, of their decision to cancel in the form of an unambiguous declaration (for example, a letter sent by post or by email). The Buyer may use the cancellation form template but this is not mandatory.

In order to meet the cancellation deadline, the Buyer must send their notice of cancellation before the expiry of the cancellation period.

Effects of cancellation:

In the event of cancellation by the Buyer, the Foundation shall refund all payments received, in a timely manner and, in any case, no later than fourteen days from the date on which the Foundation was informed of the Buyer's decision to cancel. The Foundation will process the refund using the same payment method that the Buyer used for the initial transaction, unless the Buyer expressly agrees to a different method; in any case, the refund shall not involve any costs for the Buyer.

If the Buyer asked for the provision of services to commence during the cancellation period, they must pay the Foundation a sum proportionate to the services provided to them up to the point at which they informed the Foundation of their cancellation, in relation to all the services specified in the contract.

If the Buyer wishes the provision of services to commence prior to the end of the cancellation period, they must expressly request this via the Foundation's website using the following email address billetterie@lafayetteanticipations.com or by letter to the address indicated in the preamble.

Article 3.2: Price and payment

3.2.1- Membership prices

Membership prices are given in euros including tax.

The price list is appended to these TCS.

The Foundation reserves the right to change the membership prices at any time. However, these changes shall not affect the price of Orders already placed. Any payment method not specified in these TCS will be refused by the Foundation.

3.2.2 - Membership payment

Payment of membership at the Foundation ticket offices requires payment in full by bank card (Visa/Mastercard, Carte Bleue), by cheque (made out to Lafayette Anticipations with proof of identity), or in cash.

CHAPTER 4: TERMS AND CONDITIONS OF SALE APPLICABLE TO ALL PRODUCTS

Article 4.1: Changes and cancellations

The Foundation reserves the right to changes its cultural programme if the conditions for offering it as scheduled are not met.

In the event of the cancellation of an event by the Foundation, except in a situation of force majeure as defined by the French courts, the face value of the ticket paid by the Buyer to the Foundation will be refunded to the interested party within three months from the scheduled date of the event and upon presentation of a valid ticket and bank details (bank card number and expiry date).

As far as possible, the Foundation undertakes to inform Buyers of cancellations and changes of exhibitions and events by means of on-site communications and by sending email messages to the address provided at the time of the purchase.

The Foundation undertakes to respond in writing within fifteen (15) days of receipt of the refund request.

Article 4.2: Receipt of tickets and membership cards

4.2.1 – Receipt of tickets

In order to receive tickets at a preferential rate, the Purchaser must submit relevant evidence.

Tickets are provided in the chosen form:

- Printable by the Buyer at home after payment validation of online Orders.

Print-at-home tickets allow the Buyer to print the tickets purchased on a standard printer from the Internet. Each ticket is provided in the form of a PDF file.

Print-at-home tickets are available at all times until the date of the event at the Foundation's website.

In order to be valid, the ticket must be printed in landscape (horizontal) mode, print size unchanged, on a sheet of white A4 paper, blank on both sides.

There is a ticket for every seat purchased.

The Foundation's print-at-home tickets display a unique barcode. The validity of tickets is checked and recorded upon entry using barcode readers. The reproduction of tickets is prohibited. Reproduced, copied or imitated tickets will not give access to the Foundation.

The Foundation reserves the right to check the identity of anyone presenting a print-at-home ticket in order to verify that they are indeed the Buyer of the ticket, not to check the authenticity of the print-at-home ticket given that imitations and copies cannot be categorically identified as such when presented at the event admission point.

- Electronic (M-ticket), downloadable in image format, using a smartphone.
- Issued at the Foundation's ticket offices when purchased in person.

4.2.2 – Receipt of membership cards

Members buying membership in person will be issued with their membership card immediately.

Article 4.3: Terms of use of tickets and membership cards

Tickets and membership cards may not be returned or refunded (including in case of the loss or theft of tickets), exchanged or resold except in the event that the tickets or membership cards contain a latent defect or non-conformity.

Bearers of tickets or membership cards purchased as part of the Foundation's offers are prohibited, at the risk of potential legal action, from using them for any promotional or commercial purposes whatsoever. In particular, except with the Foundation's specific agreement, the sale, resale or exchange of tickets or membership cards is strictly forbidden, subject to the penalties set out in the French Criminal Code.

Admission to the Foundation may be refused if proof is not provided in relation to preferential rate tickets or membership cards.

Article 4.4: Complaints

All complaints must be made in writing and sent to the Foundation at the following address: Service des publics / Lafayette Anticipations - Fondation d'entreprise Galeries Lafayette / 9 rue du Plâtre, 75004 Paris. With respect to any time limits, the postmark will be legally binding. Buyers who benefit from special conditions of access to the Foundation's cultural events under agreements in place between the Foundation and its partners (theatre, museum, transport company, etc.) may not under any circumstances hold the Foundation liable for any breach by any such partners of their obligations.

Article 4.5: Personal data on the Foundation's website

The information requested from Buyers when purchasing Products on the website is the information strictly required to process their Order and send them information about the

Foundation, unless they object to this by ticking the relevant box when confirming the Order. This information may be communicated to the Foundation's contractual partners involved in processing Orders and in the Foundation's marketing campaigns.

Bank details will be deleted once the transaction is complete.

In accordance with the Data Protection law of 6 January 1978 revised, the Buyers have the right to access and amend their personal information, which they may exercise by contacting the Foundation by email: billetterie[a]lafayetteanticipations[.]com.

Article 4.6: Entirety of contract

If, for any reason whatsoever, any of these terms and conditions is declared inapplicable, this inapplicability shall not affect the application of the other provisions of the TCS and the provision deemed inapplicable shall be replaced by the nearest provision possible.

Article 4.7: Liabilities

Neither the Foundation nor the Buyer shall be held liable for any non-performance caused by a situation of force majeure as defined by the French courts.

Likewise, the Foundation may not be held liable for the use by a third party of Products ordered by and delivered to the Buyer, the latter being solely liable for their use.

Article 4.8: Applicable law - Settlement of disputes

These TCS are subject to French law.

In accordance with the provisions of Article L. 133-4 of the French Consumer Code, in the event of any dispute that arises between the Foundation and the Buyer in relation to the performance or interpretation of this contract, the latter shall remain free to refer the matter to an independent mediator in order to resolve the dispute out of court. If no out-of-court settlement can be reached, the dispute will be referred to the French Courts with jurisdiction.

Article 4.9: Changes to the terms and conditions of sale

The Foundation reserves the right to adapt or change these TCS at any time. In the event of any change, the version of the TCS in force on the date of the Order shall be applicable thereto.

**APPENDIX
PRICING CONDITIONS**

Full admission fee

8 €

Reduced admission fee

5 €

Students, youth under 26 years of age, seniors as of 65, teachers, members of the Maison des Artistes and Ages, residents of the Cité internationales des arts, guides and mediators.

Presentation of valid identification required.

Free admission

Lafayette Anticipations laissez-passer, youth under 18 years of age, jobseekers, recipients of minimum social benefits, disabled visitors and their aide, refugee and asylum seekers, journalists, ICOM, AICA and CEA members.

Presentation of valid identification required.