

Terms of sale

ONLINE TICKETING - PALAIS DE TOKYO

Definitions :

In these Terms of Sale (hereinafter referred to as "TS"), the following terms are understood to mean:

"PALAIS DE TOKYO": simplified joint stock company, which registered office is at 13 avenue du président Wilson, 75116 Paris

Telephone number: 01 81 97 35 88

Fax number: 01 47 20 15 31

E-mail : billetterie@palaisdetokyo.com

Website : <http://www.palaisdetokyo.com>

"CLIENT" : any natural person with whom PALAIS DE TOKYO concludes an Order.

Hereinafter collectively referred to as the "Parties", and individually a "Party".

"Order" : any contract binding the CLIENT to PALAIS DE TOKYO allowing the subscription of one or more Service(s).

"Service": constitutes a Service within the meaning of these TS, one or more rights of access to the exhibitions and/or to an event of the artistic and cultural program of PALAIS DE TOKYO and/or to a specific visit with a reservation, and/or any other service offered on the present website.

1 - General

1.1 These TS apply to any Internet Order for one or more Service(s) purchased by the CLIENT from PALAIS DE TOKYO's Internet ticketing service (on this website). Said Services may only be used for the day(s) chosen by the CLIENT when placing the Order. These TS are available for consultation on the PALAIS DE TOKYO ticketing website.

1.2 The CLIENT declares that he/she has the capacity to conclude an Order, i.e., that he/she has reached the age of majority and is not under guardianship or curatorship.

1.3 The placing of an Order implies the express and unreserved acceptance by the CLIENT of all of the terms and conditions contained in the present TS. Consequently, the CLIENT declares and acknowledges having full knowledge of these terms and conditions and renounces the right to invoke any other document.

1.4 PALAIS DE TOKYO reserves the right to unilaterally modify, at any time, the present TS and to apply them to all Orders placed after the modification date.

1.5 The fact that PALAIS DE TOKYO does not avail itself during a given period of time of any of the present TS cannot be interpreted as a waiver of the right to avail itself subsequently of the said condition or more generally of the other conditions.

1.6 Despite the terminology that may be used, these TS apply to the provision of services and are not intended to effect any transfer of ownership, so that none of these provisions can be interpreted as

constituting a sale. The marketing of admission rights for a cultural site and the services related to it are considered as services.

2 - Orders

2.1 Orders for Service(s) are subject to these TS as well as to PALAIS DE TOKYO's visiting rules.

2.2 To place an Order, each CLIENT must be identified after having created a secure account with a login and password. After logging in, the CLIENT will fill in the form with the details of the desired Service(s). Before definitively registering an Order, the CLIENT will have the opportunity to check his or her selection (Order) and may modify it at his or her convenience. The Order shall not be definitively registered until the third and final validation of the Order summary screen. This last "click" shall be deemed to be the signature referred to in Article 1367 of the French Civil Code (hereinafter referred to as the "Acceptance Click"). As of the above-mentioned Acceptance Click, the Order shall be considered irrevocable and may only be challenged in the cases set forth below. The CLIENT may, prior to this final Acceptance Click, identify and correct any errors.

2.3 Once the Order has been registered, the CLIENT's computer will automatically be redirected to a page confirming the final validation of the Order. The CLIENT will also receive a confirmation e-mail. Only the validation in the form of a bar-coded ticket (hereinafter referred to as the "Ticket" or "Tickets") will be valid for any access to PALAIS DE TOKYO. To this end, it must be printed out by the CLIENT, who will use it in accordance with the provisions of Article 2.6 hereof.

2.4 The CLIENT is guaranteed that his/her bank account will only be debited once by PALAIS DE TOKYO via its secure payment site, for the total amount of the Order for the Service(s) and only as of the final registration mentioned in Article 2.2

2.5 All information contained in the confirmation e-mails shall be deemed accepted by the CLIENT if he/she has not contested them by registered letter with acknowledgement of receipt within 8 days. However, they may only be contested to the extent that they differ from the Order.

2.6 By keeping and/or printing the confirmation page or the e-mail sent by PALAIS DE TOKYO, the CLIENT has proof of his or her Order, but this document may under no circumstances be used as a Ticket to PALAIS DE TOKYO.

2.7 The PALAIS DE TOKYO Tickets purchased will be printable directly by the CLIENT via his/her own equipment.

2.8 In application of articles L.221-28 and L.221-5 of the French Consumer Code, the CLIENT does not benefit from the 14-day withdrawal period provided for in article L.221-18 of the same code.

3 - General rules relating to the sale of the Service(s)

3.1 Price

The descriptions of the Services presented on the internet ticketing service of PALAIS DE TOKYO specify, for each Service, the services included in the price. Prices are indicated in Euros and are understood to include all taxes, unless otherwise indicated on the internet ticketing service. In general, and unless expressly stated otherwise, prices do not include insurance and all personal expenses (food, beverages, tips) and more generally any service not expressly mentioned on PALAIS DE TOKYO internet ticketing service. The prices shown on the Internet ticketing service may be modified at any time, without prior notice, it being understood that such modifications will be inapplicable to Orders previously accepted.

3.2 The only method of payment accepted for Orders subject to these General Terms and Conditions is by

credit card (Carte Bleue, Visa, Mastercard and American Express cards are accepted). The payment of the total amount of the Order through the Web site is made directly to PALAIS DE TOKYO, using the CLIENT's credit card number and a secure payment system.

3.3 PALAIS DE TOKYO will issue a summary invoice showing the date and the amount paid by the CLIENT for the Order.

4 - Obligations of the parties

4.1 THE PALAIS DE TOKYO undertakes to execute the Order for the Service(s), subject to the provisions of Article 8 below and the CLIENT's compliance with the procedure set forth in Article 2 above.

4.2 In the event that PALAIS DE TOKYO is unable to fulfill its obligations after the Order has been definitively confirmed, PALAIS DE TOKYO reserves the right to modify the initial nature of the Service(s) in order to ensure, as far as possible, that the Service(s) meet(s) the CLIENT's expectations; where applicable, PALAIS DE TOKYO must inform the CLIENT in a timely manner of any modification.

4.3 The CLIENT agrees to comply with all instructions given by PALAIS DE TOKYO concerning the use of the Service(s) as well as with the above-mentioned visiting rules.

4.4 No rights arising from an Order may be assigned by the CLIENT to a third party without prior written notice to PALAIS DE TOKYO.

5 - Liabilities

5.1 PALAIS DE TOKYO may avoid all or part of its liability by proving that the failure to execute or improper execution of the Order is due either to the CLIENT or to a case of force majeure or fortuitous event as defined in article 1218 of the French Civil Code and in the case law of the French courts.

5.2 The CLIENT shall be held responsible for any damage, direct or indirect, that he/she may cause during his/her presence on the site of PALAIS DE TOKYO, whether to the staff and/or clientele of PALAIS DE TOKYO, or to any equipment made available to the CLIENT by PALAIS DE TOKYO.

5.3 PALAIS DE TOKYO declines all responsibility for damage caused by visitors of any kind. Indeed, each visitor is responsible for any damage, direct or indirect, that he or she may cause while visiting PALAIS DE TOKYO.

5.4 PALAIS DE TOKYO may not be held liable in any way, particularly in the event of loss or theft of the Ticket. However, a duplicate may be issued at the dedicated ticket office upon presentation of an ID, the identifier and the reservation date, provided that the Ticket has not been used.

6 - Cancellation

In the event that the Order is cancelled by PALAIS DE TOKYO, all sums paid by the CLIENT to PALAIS DE TOKYO shall be returned to the CLIENT as compensation for the prejudice caused by the cancellation. In the event that the CLIENT cancels the Order or does not use the Service(s), all sums paid by the CLIENT to PALAIS DE TOKYO shall be retained by PALAIS DE TOKYO and the CLIENT shall not be entitled to any refund.

Subject to the foregoing, any request for cancellation or modification of the Order by the CLIENT must be sent by registered letter with acknowledgement of receipt to PALAIS DE TOKYO, at the following address PALAIS DE TOKYO, Direction des Publics, Service Billetterie, 13 avenue du Président Wilson, 75116 Paris, or by email at the following address: billetterie@palaisdetokyo.com.

7 - Force majeure

PALAIS DE TOKYO reserves the right to cancel the execution of the Service(s) if events of force majeure or fortuitous event force it to do so.

Cancellation of the Service(s) by PALAIS DE TOKYO due to force majeure or fortuitous event, as defined by Article 1218 of the French Civil Code and the case law of the French courts, will result in the return to the CLIENT of all sums paid to PALAIS DE TOKYO for this/these Service(s), as compensation for the prejudice suffered by the cancellation.

PALAIS DE TOKYO reserves the right to modify, without payment of any penalty or indemnity or any reimbursement, the Service(s) if events of force majeure or fortuitous event oblige it to do so.

8 - Governing Law, claims and disputes

8.1 The present TS are subject to French law.

8.2 Any complaint arising during the performance of the Service(s) defined herein must be submitted as soon as possible by the CLIENT, on the spot and in an appropriate manner, so that PALAIS DE TOKYO can seek a solution as soon as possible. In any event, the CLIENT must also send any claims to PALAIS DE TOKYO by registered mail within one month of the date of performance of the Service(s), to the following address PALAIS DE TOKYO, Direction des Publics, Service billetterie, 13 avenue du Président Wilson, 75116 PARIS. This letter must specify the Order number and the precise reasons for the complaint.

In the event of any dispute concerning the interpretation and/or performance of the present TS that the Parties are unable to resolve amicably, jurisdiction is expressly granted to the competent courts of Paris.

9 – Personal data

9.1 The information collected on the Internet ticketing service of PALAIS DE TOKYO is intended for PALAIS DE TOKYO. It is subject to computer processing for the purpose of processing the CLIENT's request and the commercial management of PALAIS DE TOKYO, in particular

- responding to requests for information made on PALAIS DE TOKYO ticketing website;
- placing and managing Orders;
- sending commercial information when the CLIENT has given his/her consent or when authorized by current legislation.

9.2 In accordance with the law n°78-17 of January 6, 1978 relating to data processing, files and freedoms and the general regulation on data protection n° 2016/679 of April 27, 2016 (known as "RGPD"), the CLIENT has a right of access, rectification, deletion of the information which concerns him/her, as well as a right to the portability of his or her data or to limit the processing, which the CLIENT may exercise by contacting PALAIS DE TOKYO (PALAIS DE TOKYO, Service juridique, 13 avenue du Président Wilson, 75116, Paris and by email to dpo@palaisdetokyo.com), the data controller. This is an individual right that can only be exercised by the person concerned in relation to his or her own information: for security reasons, PALAIS DE TOKYO will have to verify his or her identity in order to avoid any communication of confidential information concerning him or her to anyone else. The CLIENT's data may be transmitted by PALAIS DE TOKYO to third parties for commercial prospecting purposes, provided that the CLIENT has given his or her consent on the registration form he or she has filled out.

9.3 The fields of the registration forms followed by an asterisk must be filled in. If they are not filled in, PALAIS DE TOKYO will not be able to take the registration request into account.

PALAIS DE TOKYO may also collect data concerning the use of PALAIS DE TOKYO ticketing website, such as

the pages that the CLIENT visits or the services that he/she uses, in order to better understand the CLIENT's expectations and to improve the operation of said site. If the CLIENT does not wish to do so, he/she may refer to Article 9.5 "Cookies" of these TS.

9.4 Personal account

The CLIENT's name and password assigned to him/her when he/she registers for a personal account are personal and confidential.

PALAIS DE TOKYO may, however, have access to the Service(s) that the CLIENT selects in his/her personal account and study them in order to better determine the CLIENT's expectations and needs.

When the CLIENT logs into his/her personal account, a cookie is placed on his/her computer to facilitate his/her use of this account. If the CUSTOMER does not wish to do so, he/she can refer to article 9.5 "Cookies" of the present TS.

9.5 Cookies

PALAIS DE TOKYO uses cookies, which are files transferred to the CLIENT's computer, but which do not allow him/her to be identified. Cookies record information relating to the computer's navigation on the site (pages consulted, date and time of consultation, etc.) and allow them to be extracted during subsequent connections to the site in order to personalize the CLIENT's connection.

This data may be kept in the computer until the date of reservation. The CLIENT may oppose the recording of cookies by configuring his/her computer according to the browser he/she uses. The "help" section of the browser may indicate how to refuse them.

10 - Language

The present TS are published in French and English.