

## **PURCHASE POLICY FOR INDIVIDUALS, GROUPS, SEASON TICKETS AND ALL CITY MUSEUMS SHOPS**

### **Identification of the seller :**

**VILLE DE LYON**

**Dont le siège social est Place de la Comédie  
69205 Lyon cedex 01**

### **Important notice :**

This purchase policy defines the hereafter terms :

#### **« Musées de la Ville de Lyon » « City museums of Lyon »**

- Le Musée des Beaux-Arts de Lyon (or MBA) : municipal cultural institution, SIRET number : 216 901 231 03387, Phone : +33 (0)4 72 10 17 40, Website : [www.mba-lyon.fr/](http://www.mba-lyon.fr/)
- Le Musée d'Art Contemporain de Lyon (or MAC) : municipal cultural institution, SIRET number : 216 901 231 00011, Phone : +33 (0)4 72 69 17 17, Website : [www.mac-lyon.com](http://www.mac-lyon.com)
- Les Musées Gadagne (or Musées Gadagne) : municipal cultural institution, SIRET number : 216 901 231 00011, Phone : +33 (0)4 72 78 42 03 61, Website : [www.gadagne.musees.lyon.fr](http://www.gadagne.musees.lyon.fr)
- Le Centre d'Histoire de la Résistance et de la Déportation (or CHRD) : municipal cultural institution, SIRET number : 216 901 231 003411, Phone : +33 (0)4 72 73 99 00, Website : [www.chrd.lyon.fr](http://www.chrd.lyon.fr)
- Le Musée de l'Imprimerie et de la Communication Graphique (or MICG) : municipal cultural institution, SIRET number : 216 901 231 00011, Phone : +33 (0)4 78 37 65 98, Website : [www.imprimerie.lyon.fr](http://www.imprimerie.lyon.fr)
- Le Musée Malartre (or Musée Rochetaillée ou Musée de l'automobile) : municipal cultural institution, SIRET number : 216 901 231 00011, Phone : + 33 (0)4 78 22 18 80, Website : [www.musee-malartre.com](http://www.musee-malartre.com)

« **Customer** »: natural and legal person with whom one of the 6 city museums concludes a sales contract (single tickets or season tickets) which gives the right to access all collections, exhibitions, evening events or activities (workshops, tours...). This denomination is hereafter collectively referred as “the parties” and individually as “the party”.

« **Order** »: all contracts bidding the customer and allowing the purchase of one or more tickets.

« **Tickets** »: the term « tickets » means access to all collections, exhibitions, events, activities (workshops, tours...) according to our Purchase Policy.

« **Season tickets** »: the term “season tickets” means the sale of a Museum Pass or Culture Card.

« **Product** »: the term « Product » means the sale of one item in all City Museums Shops, according to our Purchase Policy.

## **INTRODUCTORY ARTICLE – TERMS AND CONDITIONS**

The hereafter purchase policy concerns all sales done in one of the 6 Lyon City Museums or on their online shop. The following terms and conditions are available for consultation on request at all museum's ticket offices and online.

The customer acknowledges having read these terms and conditions prior to any purchase. Confirming an order is understood as definitive acceptance by the customer of the price, product description, and terms and conditions of sale.

The city of Lyon reserves the right to modify, at any time, the hereafter purchase policy.

The fact that the city of Lyon does not claim, within a determined period, all or part of the hereafter purchase policy does not amount to the city of Lyon waiving the right subsequently to apply any of it.

## **ARTICLE 1 – SINGLE TICKETS SALES**

### 1 Purchase

Delivery methods :

- Collection at the museums' ticket offices
- Online, via all museums' websites

### 2. Conditions of use

All tickets will systematically be checked at the entrance to the site. Ticket holders must keep their ticket until the end of the visit, for verification purposes.

Customers purchasing tickets online are required to print the E-ticket or present it on a smartphone or tablet during access control. Each ticket is provided with a barcode. The Customer is responsible for keeping this code readable by all electronic scan devices and shall therefore ensure not to deteriorate it.

Any free entrance or ticket at a reduced rate must be presented with a document justifying these special rates. Failure to present it may result in the Customer being denied entry or access to all activities or event.

Customers holding a ticket undertake to comply with all internal regulations of all Museums during his visit and participation in all activities or workshops.

### 3. Ticket validity

Tickets purchased on site at the ticket office are valid for the same day of purchase.

However, the Customer can also choose a particular day for his visit when buying the ticket at the Museums' ticket offices: the ticket will hence be valid for the chosen day.

Tickets purchased on line are valid for both the day and the possibly chosen time slot decided by the Customer when purchasing them. However, certain tickets acquired online may not have a specific date ; in that case, the Customer can get access to the Museum on any day he/she wants. If the maximum number of visitors is reached, the Customer will have to wait to access the site.

Tickets purchased online with no specific date vary according to specific periods (temporary exhibitions). The end of validity date is set out on the ticket.

#### 4. Prices and methods of payment

##### *4.1 Prices*

The price of each ticket is quoted in euros including all taxes.

Fees are set by the City Council. They are available on all Museums' websites and are displayed in all of them.

The Customer is informed that the delivery rates are subject to change at any time by decision of the City Council of Lyon. However, these modifications, if any, will not change the prices of all purchases done prior to them.

Reductions or exemptions can be applied under certain conditions fixed by the deliberation of the City Council of Lyon of July 7<sup>th</sup> 2022.

##### **- Reduced rates**

The hereafter category of people gets a reduced rate upon valid proof of eligibility:

Lyon Tourist Office staff  
Musée des Confluences annual membership subscribers  
Lugdunum annual membership subscribers  
Ars Trévoux Tourisme's "Ambassador Pass" subscribers  
(only for the Malartre museum)

The hereafter category of people gets a reduced rate without valid proof of eligibility:

All Customers in case of unforeseen closure of certain areas for emergency works, floods, severe heat or any kind of technical or human issues impacting the safety of works and/or people in the secured areas.

The hereafter category of people gets a reduced rate upon presentation of a ticket of le Musée des Beaux-Arts and le Musée d'Art Contemporain:

All Customers holding a ticket dated less than 6 months bought in either le Musée des Beau-Arts or le Musée d'Art Contemporain.

- **Free entry**

The hereafter categories of people get a free entry upon valid proof of eligibility:

Young adults under 26  
Visitors with disabilities and two helpers  
Job seekers  
Recipients of minimum allowances  
Refugees  
No taxable income citizens  
Lyon's workers and retirees  
Lyon's Conservatoire and Art School workers  
Journalists  
Members of ICOM and ICOMOS  
Museum curators and licensed guides  
MAPRA and Maison des Artistes members  
Vigipirate military personnel at rest  
Friends of the Museum of the concerned Museum

The hereafter category of people gets a free entry and/or free access to all activities without valid proof of eligibility:

All visitors attending to inaugurations / vernissages  
All visitors during the "European Patrimony Days" or "la Nuit des Musées"

The hereafter category of people gets a free entry and/or free access to all activities upon presentation of a pass or invitation given by the concerned Museum or the City of Lyon:

- Institutional partners: Métropole, Département du Rhône, Région Auvergne Rhône Alpes, Direction des Affaires Culturelles, and other professional partners
- Cultural programmers as part of joint activities in the concerned Museum
- All economic partners as part of any sponsorship, partnership or patronage specified by a convention between the City of Lyon and the concerned Museum.
- Winners of tombolas organized in all schools of le Département du Rhône (in the limit of two people, once a year by school and by Museum)
- Winners of contests, competitions, offers organized by the concerned Museum (in the limit of 150 per year and per Museum)

#### ***4.2 Payment methods***

For all purchases at the museum's ticket offices, here are the payment options available :

Credit cards (Carte Bleue, Visa, Mastercard)  
Checks  
Cash  
Valid Pass Région, Pass Culture  
Gonettes papier (local citizen currency ; no change)

For all online purchases in the concerned Museums, only credit cards are accepted (Carte Bleue, Visa, Mastercard).

Any other payment method not mentioned in our purchase policy will not be valid.

## 5. Online sales

Online sales are possible only in certain Museums.

If the Customer wants to buy a ticket online:

- The Customer has first to fill a form mentioning all requested services.
- The Customer will have to register an account protected by a login and a password.

Before submitting the sale, the Customer will have the possibility to verify his/her order and may modify it, if necessary. The sale will be definitively submitted once the order's summary will be validated. This last step implies acceptance of our purchase policy and the order is hence considered as definitive and cannot be changed.

Once the order registration done, the Customer will be redirected automatically to a webpage confirming him/her the final placement of his/her order.

The Customer will receive a confirmation e-mail of his/her order.

The checkout page or the confirmation email are proof of order.

Ces documents ne pourront en aucun cas servir de billet d'accès au musée.

These documents cannot be used as admission tickets.

Purchased E-tickets will be available in the confirmation email in PDF format. The Customer must print the ticket or present it on a smartphone or tablet. Every ticket has a code bar. The Customer is responsible for keeping this code readable by all electronic scan devices and shall therefore ensure not to deteriorate it.

The Customer is guaranteed that his/her bank account will only be debited once by the Museum via its secure payment website, for the overall amount corresponding to the services ordered and the final checkout.

According article L.221-28 12° of the Code de la Consommation, the Customer is informed that there is no retraction right applicable to recreational leisure activities, as all admission tickets sales are considered as such. Once purchased, tickets will not be reimbursed, taken back or exchanged, except if the Museum cancels the event to which the ticket purchased gave right of entry. No refunds will be made because of the Customer's error when

purchasing a ticket online (errors of date, fee or service). No refunds will be made to Customers who benefit from reduced rates but who paid full-admission price because of missing valid proof. An invoice will be edited by the Museum.

Skip-the-line tickets are available online for certain Museums. Conditions of use available on the website define all included services.

All individual performances, including off-site events, are available online. Each Museum has the right to publish its own pricing policy on its website. Therefore, some services like reduced rates or free tickets are not available online as proof of eligibility is required in certain Museums.

#### 6. Legal issues (loss, theft and misuse of tickets)

The City of Lyon, in the event of loss or theft, declines all responsibility, including inside the premises of the site concerned.

For all online sales, a duplicate can be issued at the Museum's ticket office upon presentation of a valid ID, login and date of reservation, provided that the ticket has not been used.

It is forbidden to counterfeit or duplicate any ticket. Anyone who illegally reproduces a ticket and/or uses a counterfeit one shall be liable to criminal prosecution.

The City of Lyon will deny access to any holder of a bar-code ticket already scanned.

#### 7. Cancellation policy

In the event of cancellation of the event at the request of the Museum or the City of Lyon, or in case of force majeure, the Customer will be advised ASAP and will be offered the same service to another date or time, or if necessary, a refund.

No claim or refund due to the non-fulfilment of an order on the part of the Customer, a unrelated party or for any other reason will not be accepted.

#### 8. Special fees (« Ca roule » of le Musée Malatre)

The hereafter category of people gets a reduced rate to all activities "Ca roule" upon presentation of a valid proof of eligibility:

Those eligible for free admission or reduced rates as mentioned in our purchase policy (except pass holders or invitation giving access to a free "Ca roule" activity).

All passengers are under the driver's responsibility and have to comply to all his instructions. Failure to do so will automatically lead to expulsion without any refund.

Vehicles can be unavailable for this activity, although prepared to run, because of:

- Mechanical breakdown: all vehicles are old. Some damages can lead to the immobilization of the vehicle.

- Weather conditions (this is at the discretion of the workshop's supervisor): in case of rain, vehicles don't run.

## 9. Support tickets

In certain cases, like financial support or calls for proposals, the Museums can suggest the purchase of a "support ticket". The Customer who wishes to support the Museum can do so by purchasing one or more "support tickets" online. The Museum after includes the purchase as a donation in its accounting. A fiscal receipt allowing tax reduction can be provided if the Customer wishes it upon presentation of the corresponding tickets. A donation of less than 15 euros is not eligible for tax receipts. Compensations specific to each museum may be provided, limited by jurisprudence to 25% of the total amount to the donation.

## 10. Responsibility

In order to give to the Customer an idea of how all products look like, pictures and illustrations are provided for all online sales. All pictures are however non-contractual and do not engage the responsibility of the City of Lyon.

The City of Lyon declines all responsibility for all non-implementation or bad execution of services to which tickets are entitled if attributable to the Customer, or, in case of an insurmountable and unforeseen event, to a third party or for any other reason that could not be attributed to the City of Lyon.

The Customer will be held responsible for all direct or indirect damages caused during his/her presence in one of the Museums of the City of Lyon to the staff, the other clients or the artworks.

The City of Lyon declines all responsibility for damages, whatever their nature, caused during the Customer's presence in one of the Museums of the City of Lyon or during outdoors visits.

## **ARTICLE 2 – GROUPS**

### 1. Purchase

#### Delivery methods

- At the ticket office of each Museum, on the day indicated on the reservation.
- A single ticket for the whole group can be issued for certain categories of groups.

### 2. Conditions of application

All specific rates applied to groups are submitted to preliminary mandatory reservation and all "group tickets" are only valid for the day indicated on the reservation. Early purchases or online sales are not available for groups.

All groups can choose between three options:

- Unaccompanied tour (without a guide)
- Guided tour or activities with a guide of the Museum
- Guided tour with an external guide (except for the CHRD)

The maximum number of visitors per group is decided according to all visited spaces. In some cases, the group may be split in two.

In case of an unaccompanied tour, all groups not registered as legal entities have to be at least composed of 10 people, in order to get a reduced rate. The only exception being le Musée des Beaux-Arts that does not offer any specific rates for groups of less than 10 people that choose the unaccompanied tour option (individual rates will be applied).

### 3. Prices and methods of payment

#### *3.1 Prices*

The price of each ticket is quoted in euros including all taxes.

Fees are set by the City Council. They are available on all Museums' websites and are displayed in all of them.

Reductions or exemptions can be applied under certain conditions fixed by the deliberation of the City Council of Lyon of July 7<sup>th</sup> 2022.

Groups shall be entirely composed of people who can benefit from all corresponding reduced/free rates.

#### - **Reduced rates**

The hereafter categories of groups get a reduced rate for all activities:

- Nursery groups
- School groups
- Student groups
- Summer camps groups

#### - **Free entry**

The hereafter categories of groups get a free entry:

- Nursery, school, summer camps and student groups
- Groups serving a social purpose: popular education networks ; NGO ; associations that fight exclusion and precarity ; social centers ; town hall youth services ; local job centers ; French language learning workshops ; judicial protection services ; tenants associations ; refugee care services ; urban improvement services and all kind of services that help people, who can't visit any cultural institutions because they find themselves in a situation of social exclusion or social / economic vulnerability. All these structures can either be associations or institutions but also private or public.



- Groups composed of disabled visitors: *all facilities for dependent people or with disabilities*
- Groups entirely composed of members of the association « Les Amis du Musée » of the concerned Museum.
- Groups entirely composed of pass holders like « Carte Musée » or « Carte Culture ».
- Groups invited by the Museum or the City of Lyon :
  - ✓ Institutional partners: Métropole, Département du Rhône, Région Auvergne Rhône Alpes, Direction des Affaires Culturelles, and other professional partners.
  - ✓ Cultural programmers as part of joint activities in the concerned Museum.
  - ✓ All economic partners as part of any sponsorship, partnership or patronage specified by a convention between the City of Lyon and the concerned Museum.

The hereafter categories of groups get a free entry for all activities:

- Groups serving a social purpose: popular education networks ; NGO ; associations that fight exclusion and precarity ; social centers ; town hall youth services ; local job centers ; French language learning workshops ; judicial protection services ; tenants associations ; refugee care services ; urban improvement services and all kind of services that help people, who can't visit any cultural institutions because they find themselves in a situation of social exclusion or social / economic vulnerability. All these structures can either be associations or institutions but also private or public.
- Groups composed of disabled visitors: *all facilities for dependent people or with disabilities*
- Groups entirely composed of City employees as part of a professional visit.
- Groups invited by the Museum or the City of Lyon :
  - ✓ Institutional partners: Métropole, Département du Rhône, Région Auvergne Rhône Alpes, Direction des Affaires Culturelles, and other professional partners.
  - ✓ Cultural programmers as part of joint activities in the concerned Museum.
  - ✓ All economic partners as part of any sponsorship, partnership or patronage specified by a convention between the City of Lyon and the concerned Museum.
- After-school care groups of all municipal primary schools of the City of Lyon
- Affiliated groups of la Charte de Coopération Culturelle de la Ville de Lyon

### **3.2 Modalités de paiement**

For all purchases at the museum's ticket offices, here are the payment options available :

Credit cards (Carte Bleue, Visa, Mastercard)

Checks

Cash

Valid Pass Région, Pass Culture

Gonettes papier (local citizen currency ; no change)

Deferred payment after the visit (payment to the City Treasurer)

In case of deferred payment, the Customer has to provide the exact name, address and SIRET number of the structure to bill.

Any other payment method not mentioned in our purchase policy will not be accepted.

#### 4. Cancellation policy

If the group cancels the whole tour or part of it at least 72 hours prior to the date of the service, no penalty will be applied and no invoice will be issued.

If the group cancels the tour, even a part of it, less than 72 hours prior to the date of the service, an invoice of the whole service will be issued.

The latter will also be applied if the group does not show up, even if it did not cancel the whole service or a part of it.

However, no invoice will be issued because of public transportation issues (strikes), demonstrations, weather conditions (bad weather, storms...), hydrological conditions (floods, high water...), sanitary conditions (pandemic) that prevent the group of showing up.

The City of Lyon reserves the right to cancel any reservation in case of force majeure and reschedule it. This will be applied in case of public transportation issues (strikes), demonstrations, unforeseen absence of guides, weather conditions (bad weather, storms...), hydrological conditions (floods, high water) or closure of establishments (works, public safety reasons...).

If the Museum has to cancel the service before the group can start it, a postponement date will be offered.

Certain Museums can also offer, as a compensation, free audioguides or some mediation tools if in sufficient number in the reserve room.

#### 5. Delay

Over a 30-minute delay, the Museum can cancel the service, depending on the guide's availability. The billing of the service will then be issued. However, no invoice will be issued because of : of public transportation issues (strikes), demonstrations, weather conditions (bad weather, storms...), hydrological conditions (floods, high water...), sanitary conditions (pandemic) that prevent the group of showing up. The group will then do an unaccompanied tour, providing that all spaces are opened and accessible.

Under 30-minute delays, the service can be maintained, but will end at the agreed time, without any change in fees.

#### 6. Responsibility

The City of Lyon declines all responsibility for all non-implementation or bad execution of services to which tickets are entitled if attributable to the Customer, or, in case of an insurmountable and unforeseen event, to a third party or to the cases listed in article 4 and article 5 above.

The Customer will be held responsible for all direct or indirect damages caused during his/her presence in one of the Museums of the City of Lyon to the staff, the other clients or the artworks.

The City of Lyon declines all responsibility for damages, whatever their nature, caused during the Customer's presence in one of the Museums of the City of Lyon or during outdoors visits.

### **ARTICLE 3 –PASS SALES**

There are two types of pass:

The « Carte Musée » : valid for each entry in the permanent and/or temporary exhibitions of the 6 City Museums.

The « Carte Culture » : valid for each entry in the permanent and/or temporary exhibitions of the 6 City Museums. This pass also gives access to all City Libraries and some special offers with some City partners.

#### **1 Purchase policy**

Delivery methods :

- Collection at the museums' ticket offices
- By mail, when purchased online

#### **2 Ticket validity**

The “Carte Culture” and the “Carte Musées” are valid for 1 year from the date of purchase.

They can be extended 90 days before days of expiration : if done so, the remaining days will be added to the pass for a new validity : 1 year + X days.

The “Carte Culture” and the “Carte Musées” can be extended until 3 years after the date of expiration. Beyond that, according to the Règlement Général sur la Protection des Données (RGPD), all personal data of the subscriber will be deleted and a new subscription will be created in case of renewal.

It is not possible to move from a valid Carte Musée to a Carte Culture and change the subscription.

#### **3 Conditions of use**

Inspection of valid pass is done at the Museum's ticket office or at security checks.

The Carte Musées or the Carte Culture are strictly personal. They can't be given or exchanged. Holders of a valid pass, and only them, have free access to the 6 Museums of the City of Lyon and to all special offers that pass holders can enjoy.

In the case of a proven fraud (different ID than the one mentioned on the pass without any declaration of loss), the City of Lyon reserves the right to suspend or deactivate the pass in question. No part or full refund will be done.

In the event of non-compliance with the rules and regulations of the concerned establishment, the City of Lyon reserves the right to deactivate the pass in question. No refund will be issued for any unused validity period.

## 4 Prices and methods of payment

### **4.1 Prices**

The price of each ticket is quoted in euros including all taxes.

Fees are set by the City Council. They are available on all Museums' websites and are displayed in all of them.

The Customer is informed that the delivery rates are subject to change at any time by decision of the City Council of Lyon. However, these modifications, if any, will not change the prices of all purchases done prior to them.

Reductions or exemptions can be applied under certain conditions fixed by the deliberation of the City Council of Lyon of July 7<sup>th</sup> 2022.

#### **- Reduced rates**

The hereafter categories of people get a reduced rate upon valid proof of eligibility:

- Lyon Tourist Office staff
- Musée des Confluences annual membership subscribers
- Lugdunum annual membership subscribers
- Ars Trévoux Tourisme's "Ambassador Pass" subscribers  
(only for the Malartre museum)

#### **- Free entry**

The hereafter categories of people get a free entry upon valid proof of eligibility:

Young adults under 26  
Visitors with disabilities and two helpers  
Job seekers  
Recipients of minimum allowances  
All economic partners as part of any sponsorship, partnership or patronage specified by a convention between the City of Lyon and the concerned Museum.  
Winners of contests, competitions, offers organized by the concerned Museum  
(in the limit of 150 per year and per Museum)

### **4.2 Payment methods**

For all purchases at the museum's ticket offices, here are the payment options available :

Credit cards (Carte Bleue, Visa, Mastercard)  
Checks  
Cash  
Valid Pass Région, Pass Culture

Gonettes papier (local citizen currency ; no change)

For all online purchases in the concerned Museums, only credit cards are accepted (Carte Bleue, Visa, Mastercard).

Any other payment method not mentioned in our purchase policy will not be valid.

#### 5 Legal issues (loss and theft)

The City of Lyon, in the event of loss or theft, declines all responsibility, including inside the premises of the site concerned.

If a pass is stolen, the Customer must contact the Direction des Affaires Culturelles de la Ville de Lyon (email: dac.billetteriesmusees@mairie-lyon.fr or phone : 04 72 10 32 24) in order to deactivate it.

If a pass is lost, a duplicate can be issued at the Museum's ticket office upon presentation of a valid ID.

If the Carte Culture is lost, the Customer must go ASAP to any municipal library of the City of Lyon in order to deactivate it and get a new one. The activation of the new pass will be done in one of the 6 City Museums.

### **ARTICLE 4 –MUSEUM SHOPS SALES**

The shops of the Musée des Beaux-Arts (MBA) and the Musée d'Art Contemporain (MAC) are managed by a concessionaire. Th City of Lyon can't be associated, in any case, with any sales and any issues between a customer and the shop. Sales done in these shops are not subject to the hereafter conditions of sale.

The other shops (CHRD, Gadagne, Malartre and MICG) are directly managed by the City of Lyon. Sales done in these shops are subject to the hereafter conditions of sale.

If the Musée des Beaux-Arts (MBA) or the Musée d'Art Contemporain (MAC) choose to be managed by the City of Lyon, sales done in these shops will be subject to the hereafter conditions of sale.

The sale prices of all products are indicated in euros (all taxes included). No products sold will be taken back nor exchanged.

However, in accordance with legal requirements, all our products are covered by a legal guarantee of conformity and from a legal guarantee of hidden defects due to a default of material, conception or fabrication affecting the delivered products and making them unfit for use.

#### **Important :**

- No claim may be made under the warranty in the event of misuse, negligence or lack of maintenance by the Customer, , as in the event of normal wear and tear of the Product, accident or force majeure.

- Any warranty is limited to the replacement or refund of non-conforming Products or Products containing a latent defect.
- In order to assert his rights, the Customer shall, under pain of forfeiture of any action relating thereto, notify the Seller in writing of the existence of defects within a maximum of 2 years from the delivery of products.
- The product sold will be replaced by an identical product. If this proves impossible, the product will be replaced by a quality and price product, according to stocks, or will be refunded to the Customer.
- Some Museum shops have a distance selling department. The Customer can write to it via email or send a letter.
- The order is then taken into account by the Museum and the Customer will receive a confirmation email with a quotation.
- The customer who decides to confirm his order contacts the museum and pays with check or money transfer (the payment method varies depending on which museum accepts the transfer or not).
- Upon receipt of the payment, the order and a bill will be sent by airmail to the Customer.
- Shipping costs related to remote orders in all Museums' shops are set by deliberation of the municipal council and are charged to the customer. These shipping costs are constitutive elements of the TVA (state tax), as of all main sales. They follow the same TVA system as the main part. The TVA rate applied to shipping costs is hence the same as the item sent.

## **ARTICLE 5 – PERSONAL DATA PROTECTION AND COOKIES**

The City of Lyon implements personal data processing for the management of ticket sales (on site or online) for all the City Museums.

The City of Lyon is responsible for this processing.

This processing is based on express agreement from customers (given only for buying tickets). The customer can at any time withdraw his consent.

Under the « Règlement Général sur la Protection des Données », the customer has access to all his personal data and has the right to modify, delete, limit and withdraw his consent any time. The withdrawal of consent shall not affect the lawfulness of the processing that took place prior to it. Those rights can be exercised with a simple written and signed request to: "Ville de Lyon, à l'attention du Délégué à la Protection des Données, 1 place de la comédie 69205 Lyon Cedex 01" or (online [www.lyon.fr](http://www.lyon.fr)). This request has to be sent with a copy of a personal ID.

All data categories concerned are : civil status ; personal ID ; images and personal life.

Collected data indicated as mandatory is required in order to create a personal account and buy tickets. In the event of refusal to disclose this data, the Customer can't create his personal account and buy tickets.

Collected data remains highly confident after 3 years of inactivity of the Customer's account. Beyond that, the data processed by the City of Lyon will undergo an archiving process like the Code du patrimoine (art. L 212-6) and the Code général des Collectivités Territoriales (art. L 1421-1) specify.

Data is given to all 6 City Museums.

The data that is collected is communicated to the hereafter subcontractor:

- Vivaticket is in charge of processing all data (family name, first name, civil status, country of origin and email).

Data processing does not imply any transfer outside France or to an international organization.

The Customer also has the right to lodge a complaint with the CNIL (cnil.fr) if he considers, after contacting the City of Lyon, that his rights are not respected or that the data processing is not in accordance with data protection rules. The Customer can contact the Délégué à la Protection des Données de la Ville de Lyon by sending a letter to the following adress : "Ville de Lyon, à l'attention du Délégué de la Protection des Données 1, place de la Comédie 69205 Lyon Cedex 01", or via [www.lyon.fr](http://www.lyon.fr).

The Customer can also consent, when his personal data is collected, to receive a newsletter with current information about the City's Museums. Data and its processing terms and conditions are hence identical to the above-mentioned paragraph. The Customer can at any time unsubscribe by sending an email or a letter to one of the City's Museums, or by exercising its right to delete its personal data, according to the above-mentioned conditions.

Cookies policy :

Data concerning the use of all museum's websites may also be collected so as to improve their operation and better understand the expectations of the Customer. We collect this data using cookies which record computer navigation information on the given website (pages visited, date and time of the visit...) and which allow to extract this information during subsequent connections in order to customize the Customer's experience. This data may be stored until the date of booking.

## **ARTICLE 6 – DISPUTE RESOLUTION**

These CGVs are subject to French law.

Any claim arising during the performance of the services defined herein, any dispute concerning the interpretation and/or performance of these conditions that the Parties are unable to resolve amicably shall be expressly referred to the competent courts.