Terms & conditions of sale at the Chateau of Vaux-le-Vicomte

Applicable as of 15 March 2019.

To download the terms & conditions of sale, click <u>here</u>.

PREAMBLE

The present terms & conditions of sale apply between:

The Château de Vaux le Vicomte is property of the SCI VALTERRE. Its head office is located at the Château de Vaux le Vicomte, 77950 Maincy. The SIREN number is 393 246 418 (Hereinafter referred to as the Château de Vaux le Vicomte).

Email: chateau@vaux-le-vicomte.fr

Website: http://www.vaux-le-vicomte.com

And

Any individual or legal entity making a purchase; (Hereinafter referred to as the Customer).

At the entrance ticket counters of the Château de Vaux le Vicomte and on the website of the Château de Vaux le Vicomte, www.vaux-le-vicomte.com.

The present are intended to define the terms & conditions of sale on site and remotely between the Château de Vaux le Vicomte and the Customer applicable to the order, payment, and delivery of individual tickets, group visits, and memberships.

Definitions:

"Order": any contract binding the Customer to the Château de Vaux le Vicomte for the subscription of one or more items.

"Item": constitutes, under these terms & conditions of sale, the proposed global sale price of one or more admission tickets, activity session tickets, group visits, and memberships to the Château de Vaux le Vicomte.

Individual tickets for group visits as well as memberships sold by the Château de Vaux le Vicomte provide access to the museum of the Château de Vaux le Vicomte. These access areas include the castle, the horse-drawn carriage museum, and the garden.

"T&C": refers to the present terms & conditions of sale of items on-site or on-line applied to the placing and follow-up of orders. The fact of placing an order implies acceptance of these T&C by the Customer without any reservations.

Before placing any order on-line, the Customer must accept these T&Cs by ticking the box provided for this purpose. As a result, the Customer declares and acknowledges having perfect knowledge of the terms & conditions, therefore he does not require any further document.

The Customer declares being at least 18 years old and having either the legal capacity or parental authorisation allowing him to place an on-site or on-line order for the Château de Vaux le Vicomte's items.

Chapter 1: Individual ticket sales

Chapter 2: Group visit sales

Chapter 3: Membership sales

Chapter 4: Terms & conditions of sale applying to all items

CHAPTER 1: INDIVIDUAL TICKET SALES

Section 1: Sale of entrance and activity session tickets

1.1 - Scope of the terms & conditions of sale

These terms & conditions apply to the sale of entrance and single session activity tickets purchased at the ticket counters and/or on the Château de Vaux le Vicomte website.

The Château de Vaux le Vicomte reserves the right to make any changes to the T&C for individual tickets. These conditions apply only to sales made after the said modification.

1.2 - Terms of sale for individual tickets

1.2.1 - Entrance tickets to the Château de Vaux le Vicomte

The order is placed:

By Internet on the website of the Château de Vaux le Vicomte at the address: www.vaux-le-vicomte.com

Sales are allocated within the quota limits of an offer.

If the Customer does not receive confirmation or cancellation of his order by email within one day, he must contact the Château de Vaux le Vicomte by mail (chateau@vaux-le-vicomte.fr)

In accordance with the provisions of Article L.121-21-8 of the Consumer Code, the Customer does not benefit from cancellation rights.

At the entrance ticket counters of Château de Vaux le Vicomte:

Tickets are on sale at the entrance ticket counters of the Château de Vaux le Vicomte from the opening of the estate until the last access time stipulated on the website under the heading "opening hours".

Upon receipt of the tickets, the Customer must verify that they are compliant with his order.

In accordance with the provisions of Article L.121-21-8 of the Consumer Code, the Customer does not benefit from cancellation rights.

1.2.2 - Session activities

The order is placed:

By Internet on the website of the Château de Vaux le Vicomte at the address: www.vaux-le-vicomte.com

Sales of session tickets for activities, shows, guided tours, educational workshops, and meals... are allocated within the quota limits for such an offer.

Ordering session activity tickets begins on the opening date of the sale indicated on the calendar of the Château de Vaux le Vicomte website. The opening dates of the sale can be modified by the Château de Vaux le Vicomte without prior notice.

If the Customer does not receive confirmation or cancellation of his order by email within one day, he must contact the Château de Vaux le Vicomte by mail (chateau@vaux-le-vicomte.fr)

In accordance with the provisions of Article L.121-21-8 of the Consumer Code, the Customer does not benefit from cancellation rights at the ticket counters of the Château de Vaux le Vicomte. Activity tickets are available for sale at the entrance ticket counters of the Château de Vaux le Vicomte at the opening and until half an hour before the closing of the entrance ticket counters, subject to availability (schedule available on our website).

Upon reception of the tickets, the Customer must verify that they are compliant with his order.

Section 2: Price and payment

2.1 - Price of entrance and activity session tickets

Prices of entrance and activity session tickets (face value) are indicated in euros including tax. Tickets remain the property of the Château de Vaux le Vicomte until the full and final price is paid.

Rates are attached to these T&C. To consult the rates, please click here.

Château de Vaux le Vicomte reserves the right to modify the prices of admission and activity session tickets at any time. However, these modifications will have no effect on the price of orders placed beforehand. Any method of payment not provided for under these T&C will be refused by the Château de Vaux le Vicomte.

2.2 - Payment of entrance and activity session tickets

The purchase at the ticket counters of the Château de Vaux le Vicomte of one or more tickets gives rise to a one-time payment by bank card using either Visa, Mastercard, Carte Bleue, or American Express, by cheque payable to the Château de Vaux le Vicomte with presentation of a piece of identity, or in cash.

For online ticket purchases, only payment by bank card is allowed using either Visa, Mastercard, Carte Bleue, or American Express.

The web-based sales platform of the Château de Vaux le Vicomte is operated by Secutix, who uses a secure payment service compliant with PCI/DSS standards.

Confidential data such as your 16-digit credit card number and expiry date are transmitted encrypted to the payment platform by Secutix. They are not stored, they are directly applied by the payment service. The Château de Vaux le Vicomte guarantees that the encryption means used to secure the payment transactions are subject to an authorisation or declaration by the officer in charge of encryption, in application of the legislation in force.

For orders made by correspondence, the purchase is settled either by cheque to the order of the Château de Vaux le Vicomte or by bank transfer.

CHAPTER 2: GROUP VISIT SALES

Section 2.1: Booking group visits

2.1.1 - Scope of the terms & conditions of sale

These terms & conditions apply to the sale of group visits of adults, children, and students made by mail or at the ticket counter after a booking has been made on the Château de Vaux le Vicomte website or by mail (commercial@vaux-le-vicomte.fr)

The Château de Vaux le Vicomte reserves the right to make any changes to the T&C for group visits. These conditions apply only to sales made after the said modification.

2.1.2 - Terms for booking group visits

Reservations are allocated within the quota limits of an offer.

The reservation is made:

By the Sales Department of the Château de Vaux le Vicomte. The Customer sends his visit request by email to the Sales Department, which then sends him a reservation contract specifying the services booked.

By Internet on the website of the Château de Vaux le Vicomte at the address: www.vaux-le-vicomte.com

The booking of visits for groups of adults, children, and students are made using an online form in the section reserved for groups.

Online bookings are made solely according to time slots for the days of the week mentioned in the booking form.

Payment is made either before the visit, or on the spot the day of the visit at the ticket counters of the Château de Vaux le Vicomte upon presentation of the reservation contract sent by email.

In accordance with the provisions of Article L.121-21-8 of the Consumer Code, the Customer does not benefit from cancellation rights.

At the ticket counters of the Château de Vaux le Vicomte: Group visits are on sale at the ticket counters of the Château de Vaux le Vicomte at the opening of the Domaine de Vaux le Vicomte and up to a half hour before closing.

Upon reception of the confirmation receipt, the Customer must verify that it is compliant with his reservation.

Section 2.2: Price and payment

2.2.1- Price of group visits

Prices for group visits are indicated in euros including tax.

All the orders will be paid in Euro.

Rates are attached to these terms & conditions.

Château de Vaux le Vicomte reserves the right to modify the prices of group visits at any time. However, these modifications will have no effect on the price of orders placed beforehand. Any method of payment not provided for under these T&C will be refused by the Château de Vaux le Vicomte.

2.2.2 - Terms and conditions for reservations and payment of group visits

For group visits booked through the Sales Department, payment is made:

- Before the visit by cheque or bank transfer.
- On the spot the day of the visit at the ticket counters of the Château de Vaux le Vicomte, upon presentation of the reservation contract sent by the Sales Department of the Château de Vaux le Vicomte.

Payment at the ticket counters for a group visit gives rise to a one-time payment by bank card using either Visa, Mastercard, Carte Bleue, or American Express, by cheque payable to the Château de Vaux le Vicomte upon presentation of an identity document, in cash, by bank transfer only after the Sales Department's agreement and on reservation upon presentation of a voucher or order form, a copy of which will have been sent to us beforehand by email or by mail at least 15 days prior to the date of the visit.

The reservation will be definitively confirmed upon receipt of the signed booking contract, accompanied by a down payment of 30% of the total order amount, by cheque, credit card, or bank transfer (please state the booking number). Failure to make this down payment will automatically result in the cancellation of the booking.

Payment of the balance is made by cheque, cash, or bank card the day of the visit.

There is a possibility to pay exceptionally by bank transfer only after agreement of the reservation service, or with an administrative voucher. The copies of these documents must be sent by email or post at least 15 business days before the date of the visit. All bookings that have not been fully paid for in time will be automatically cancelled.

For all bookings made less than 8 business days before the visit, payment must be made in full upon receipt of the booking contract.

Conditions of cancellation and changes to services:

- Less than 45 business days before the event we will keep the entire down payment and you will be charged 50% of the value due.
- Less than 30 business days before the event we will keep the entire down payment and you will be charged 75% of the value due.
- Less than 20 business days before the event we will keep the entire down payment and you will be charged 100% of the value due.

Confirmation of the number of participants:

Confirmation of the number of participants in the group must be made in writing no later than 10 business days before the date of visit from Monday to Friday. You will receive an email confirming this number has been accepted. This number will form the basis for the invoice. No change in the number of persons and services provided will be accepted after this period of 10 business days before the visit.

Payment must be made the same day at the ticket counter by cheque, cash, or bank card.

For group visits booked on the website of the Château de Vaux le Vicomte, payment is made at the time of booking, and gives rise to a one-time payment by bank card using either Visa, Mastercard, Carte Bleue. Once the booking is paid, it is considered as closed and cannot be modified. The Customer will receive by mail a confirmation of his Order.

In accordance with the provisions of Article L.121-21-8 of the Consumer Code, the Customer does not benefit from cancellation rights.

The number of persons of the group cannot be changed after payement of the Order.

If the Customer wants to add some persons to the group, it will be only possible by paying the extra individual fee at the entrance booth or by buying individual tickets online.

CHAPTER 3: THE SALE OF AN ANNUAL PASS

Section 3.1: Ordering an annual pass

3.1.1- Scope of the T&C

These terms & conditions apply to the sale of the two annual pass formulas offered by the Château de Vaux le Vicomte: the "Adult Pass" and "Child Pass".

These Passes can be ordered at the ticket counters of the Château de Vaux le Vicomte or on its website in the section concerning Annual Passes.

The Château de Vaux le Vicomte reserves the right to make any changes to the T&C. These conditions apply only to sales made after the said modification.

3.1.2 - Terms of sale for the Annual Pass

The order is placed:

By Internet on the website of the Château de Vaux le Vicomte at the address: www.vaux-le-vicomte.com

Ordering Annual Passes is made from an online form in the section reserved for Annual Passes. The Customer must complete the form and upload a photo ID that will be placed on the Annual Pass.

Sales are allocated within the quota limits of an offer.

The Annual Pass order is effective as of the date of purchase made on the Château de Vaux le Vicomte website. The Annual Pass is valid for one year from its date of purchase.

If the Customer does not receive confirmation or cancellation of his order by email within one day, he must contact the Château de Vaux le Vicomte by mail (chateau@vaux-le-vicomte.fr).

At the ticket counters of the Château de Vaux le Vicomte: Annual Passes are on sale at the ticket counters of the Château de Vaux le Vicomte at the opening of the Domaine de Vaux le Vicomte and up to a half hour before closing of the ticket counters.

In accordance with the provisions of Article L.121-21-8 of the Consumer Code, the Customer does not benefit from cancellation rights.

Section 3.2: Price and payment

3.2.1- Prices of the Annual Pass formulas

Prices for memberships are indicated in euros including tax.

Rates are attached to these T&C.

Château de Vaux le Vicomte reserves the right to modify its membership prices at any time. However, these modifications will have no effect on the price of orders placed beforehand. Any method of payment not provided for under these T&C will be refused by the Château de Vaux le Vicomte.

3.2.2 - Payment of the Annual Pass formulas

The payment of the Annual Pass subscribed over the Internet is made from an online form in the section reserved for Annual Passes. Payment is made online at one time by bank card using either Visa, Mastercard, Carte Bleue, or American Express.

The payment at the ticket counters of the Château de Vaux le Vicomte for an Annual Pass gives rise to a one-time payment by bank card using either Visa, Mastercard, Carte Bleue, or American Express, by cheque payable to the Château de Vaux le Vicomte with presentation of a piece of identity, or in cash.

CHAPTER 4: TERMS & CONDITIONS OF SALE APPLYING TO ALL ITEMS

Section 4.1: Modification and Cancellation

The Château de Vaux le Vicomte reserves the right to modify its planned cultural program if all conditions are not met to enable its proposal.

In the event of cancellation of a cultural program by the Château de Vaux le Vicomte, except in case of force majeure as defined by the French courts, the value of the nominal price of the ticket paid by the Customer to the Château de Vaux le Vicomte will be reimbursed. It will be refunded within a maximum period of three months from the scheduled date of the cancelled program and upon presentation of the non-validated ticket along with the Customer's bank details, bank card number, or American Express with its expiration date.

As far as possible, the Château de Vaux le Vicomte undertakes to communicate to its Customers any cancellation or modification of the exhibitions and events. This will be done both through an on-site communication as well as by emailing informative messages to the email address entered at the time of purchase.

The Château de Vaux le Vicomte shall respond in writing within fifteen (15) days following the reception date of a reimbursement request.

Section 4.2: Obtaining tickets and Annual Passes

4.2.1 – Obtaining tickets

Purchasing tickets at preferential rates requires the presentation of documentary justification.

Tickets may take the selected format:

- **Printable** by the Customer via his personal space after validation of payment of his Internet order.

Printable tickets are permanently available up until the date of the event on the Château de Vaux le Vicomte website.

The printable tickets enable the Customer to print his tickets on an ordinary printer after downloading them from the website. Each ticket is provided as a PDF file.

To be valid, the ticket must be printed in horizontal landscape mode, without changing the print size on a blank white A4 sheet, front and back. Each place purchased corresponds to a separate ticket.

The home-printed Château de Vaux le Vicomte tickets each have a unique barcode. The validity of the tickets is checked and recorded at the entrance using barcode readers. It is impossible to be admitted more than once using the same ticket. The reproduction of tickets is prohibited. Tickets reproduced, copied, or imitated will not enable gaining access to the Château de Vaux le Vicomte.

In particular, the Château de Vaux le Vicomte is not obliged to verify the identity of the person presenting the home-printed ticket in order to establish whether it is indeed the Buyer of the ticket.

The Château de Vaux le Vicomte is not obliged to check the authenticity of the printable ticket since an imitation or a copy cannot be categorically differentiated as such during the entry check.

- **Dematerialised (M-ticket)** when downloaded as an image, using a Smartphone.

4.2.2 - Obtaining Annual Passes:

Customers purchasing their Annual Pass online will be able to present their proof of inscription voucher at the ticket counters of the Château de Vaux le Vicomte. In return, they will be issued their Annual Pass card.

Customers subscribing to their Annual Pass at the ticket counter will be issued their Annual Pass card immediately.

However, Le Château de Vaux le Vicomte reserves the right not to issue an Annual Pass immediately in the event of a large affluence at the ticket counters.

In this case, the Customer will receive a temporary Pass and will be asked to return to the counters during the day or during his next visit to recover his final Annual Pass card.

At the Customer's request, the Annual Pass may be sent by registered mail to his personal address. This service will be charged €7.5.

Section 4.3: Terms & conditions for tickets and Annual Passes

Tickets and Annual Passes cannot be returned or refunded, in particular in the event of loss or theft with respect to tickets, nor exchanged or resold except in the event of a latent defect or non-compliance of such tickets or Annual Pass.

Any holder of a ticket or an Annual Pass acquired as part of a special offer of the Château de Vaux le Vicomte is prohibited from using it for promotional or commercial purposes whatsoever under pain of possible legal proceedings. In particular, unless specifically agreed to by the Château de Vaux le Vicomte, any sale, resale, or exchange of tickets or Annual Pass is strictly prohibited under the Penal Code.

Entrance to the Château de Vaux le Vicomte may be refused if the corresponding justifying document of the tickets or Annual Passes purchased under preferential rates is not presented.

Section 4.4: Complaints

Any complaints must be made in writing and addressed to the Château de Vaux le Vicomte at the following address: Sales Department, Château de Vaux le Vicomte, 77950 Maincy. For any deadlines, the postmark will prevail as proof.

The Customer, benefiting from special access conditions to the cultural events of the Château de Vaux le Vicomte in application of agreements between the Château and a theatre, museum, or carrier partner, etc., may under no circumstances make claims vis-à-vis the Château de Vaux le Vicomte caused by the partner's failure to fulfil its obligations.

Section 5: Personal Data on the Château de Vaux le Vicomte website

- 5.1 The information collected on the internet ticketing is intended solely for the Château de Vaux le Vicomte. The Customer's personal data is processed solely for the purpose of fulfilling the Customer's request and the commercial management of the Château de Vaux le Vicomte, in particular:
- Responding to requests for information made on the website;
- Placing and managing orders;
- The sending of commercial information if the Customer has provided his approval or where the legislation in force authorises it;
- Establishing general statistics on the consultation of the website to improve the services that the Château de Vaux le Vicomte offers.
- 5.2 In application of the Regulation of 27 April 2016 on the protection of personal data, the Customer has a right of access, rectification, deletion, limitation of processing, portability, and the right to not be the subject of a decision based exclusively on automated processing. He thus has the right to oppose the processing of his personal data.

This is an individual right that can only be exercised by the data subject with regard to his own information. For security reasons, the Château de Vaux le Vicomte must verify his identity in order to avoid any communication of confidential information to another person.

To exercise these rights, the Customer may send a letter to the following address: Château de Vaux le Vicomte, Communication Department, 77950 Maincy, France or send an email to chateau@vaux-le-vicomte.fr. He also has the right, at any time, to lodge a complaint with the supervisory authority.

The Customer's data may be transmitted by the Château de Vaux le Vicomte to third parties for the purposes of commercial prospecting. This is subject to the Customer having agreed to this on the registration form that he filled in.

The privacy policy is available on the website at: https://vaux-le-vicomte.com/privacy-policy/

5.3 The registration form fields marked with an asterisk are required. Otherwise, the Château de Vaux le Vicomte will not be able to take into account the registration request.

The Château de Vaux le Vicomte may also collect data concerning the use of the website. For example, this may include pages the Customer visits or the services he uses to better understand his expectations and improve the functioning of the website. If the Customer does not wish such data collection, he may refer to the "cookies" section of this legal information.

9.4 Personal Account:

The Customer's login and password assigned when he signs up for the creation of an account are personal and confidential. The Château de Vaux le Vicomte may, however, have access to the offers that the Customer selects in his personal account. The Château de Vaux le Vicomte can study them to better determine the Customer's expectations and needs. When the Customer connects to his personal account, a cookie is placed on his computer to facilitate the use of his account. If the

Customer does not wish such data collection, he may refer to the "cookies" section of this legal information.

9.5 Cookies:

The Château de Vaux le Vicomte uses cookies. They are files transferred to the Customer's computer, but do not enable identifying him. Cookies record information relating to the computer's navigation on the site such as the pages viewed and the date and time of the consultation, etc. They allow extracting them during subsequent connections to the website in order to personalise the connection of the Customer.

The storage duration of this data on the computer may not exceed 13 months. At any time the Customer can simply and freely choose to accept or refuse placing these non-technical cookies on his computer. This is done thanks to the settings of his navigation software, through the settings accessible via inter-professional platforms, via third-party tools or by the configuration system available on our website.

Our full cookie management policy is available on our website at: https://vaux-levicomte.com/mentions-legales/

The information requested from the Customer during the purchase of items on the Website are those strictly necessary for the processing of the order. They are necessary to send him information from the Château de Vaux le Vicomte, unless opposed by him by ticking the box provided for this purpose at the time of confirming the order. This information may be communicated to contractual partners involved in the processing of orders and marketing campaigns of the Château de Vaux le Vicomte.

Bank details will be deleted once the transaction is completed.

In accordance with the Data Protection Act of 6 January 1978, the Customer has the right to access and rectify his personal information. He can exercise this right by contacting the Château de Vaux le Vicomte by email at chateau@vaux-le-vicomte.fr

Section 4.6: Entire Agreement

If, for any reason, any of these terms & conditions should be declared unenforceable, this inapplicability would not affect the application of other T&C provisions. The provision deemed inapplicable will then be replaced by the closest possible arrangement.

Section 4.7: Liability

Neither the Château de Vaux le Vicomte nor the Customer shall be held liable for any non-performance resulting from a force majeure event as defined by the French courts.

Similarly, the Château de Vaux le Vicomte may not be held liable for the use by a third party of the items ordered and delivered to the Customer. The latter is solely responsible for their use.

Section 4.8: Applicable Law - Dispute Resolution

These T&Cs are subject to French law.

In accordance with the provisions of Article L.133-4 of the Consumer Code, in the event of a dispute arising between the Château de Vaux le Vicomte and the Customer during the execution or interpretation of the this contract, the latter will remain free to call on a third party mediator or conciliator with a view towards reaching an amicable settlement of the dispute. In the absence of an amicable settlement, the dispute will be brought before the competent French courts.

Section 4.9: Modification of the terms & conditions of sale

The Château de Vaux le Vicomte reserves the right to adapt or modify at any time the present T&C. In case of modification, the T&C in force on the day of the order will be applied.