

ONLINE TICKETING TERMS AND CONDITIONS

1. Preliminary stipulations

These terms and conditions of sale constitute a distance selling contract defining the rights and obligations of SAEM Le Mémorial de Caen, hereinafter referred to as "the Mémorial" (Caen Trade and Companies Register no. 348 713 694) and its customers wishing to purchase individual tickets* via the websites:

- <https://billetterie-memorial.fr/> for the Mémorial de Caen;
- <https://billetterie-arromanches360.fr/> for the Arromanches 360 Circular Cinema;
- <https://billetterie-falaise.fr/> for the Mémorial de Falaise;

Hereinafter referred to as the "Website(s)".

*Ticket purchases for groups of more than twenty (20) persons (or more than fifteen (15) people for school groups) are not governed by these terms and conditions. Groups are invited to contact the booking department using the contact details given in article 8.

The Websites are online ticket offices that allow customers to buy tickets to visit the above places and, where applicable, tickets for day tours that include a visit to one or more of these places.

Customers are exclusively consumers, defined as individuals acting for purposes that do not fall within the scope of their commercial, industrial, artisanal, liberal or agricultural activities.

Orders on the Website are for personal use only. The resale, use or processing of the tickets by the customer for any commercial use is prohibited except as authorised by the Mémorial.

These terms and conditions supersede the previously applicable terms and conditions. The act of placing an order implies the customer's full and unreserved adherence to the terms and conditions of sale set out below, which prevail over all other documents such as printouts, prospectuses, promotional catalogues, product descriptions issued by the Mémorial.

The Mémorial takes the utmost care to place online information on the essential characteristics of the offers. In this regard, the Mémorial agrees to respond to any request for further information on the offers. In any event, the Mémorial's liability may not be incurred as a result of any changes or errors in the description of the characteristics of the ticket purchased, unless the essential characteristics of the product are affected.

The fact that one of the parties does not make use at any time of any of these conditions shall not be construed as a waiver of any of these conditions in the future.

The Mémorial reserves the right to adapt, modify or update, at any time and without prior notice, its terms and conditions of sale. In any event, the terms and conditions of sale applicable are those online at the time the customer places the order.

2. Order and payment

2.1. The customer declares that they have the capacity to enter into this contract, i.e. they are of legal age and are not under guardianship or trusteeship. The customer will place an order according to the instructions given on the Website. They agree to fill in the order form, making sure they give the necessary, complete and accurate information. In any event, the customer is responsible for the information entered at the time of placing the order, so the Mémorial cannot be held responsible in case of error.

2.2. The steps to order from the Website are as follows.

- Choice of tickets and options:

- Selection of the place(s) that the customer would like to visit;
- Indication of the number of persons involved in the visit;
- Choice of date and time of visit (for Mémorial de Caen and tours only);
- Information on any free entry and/or discounted rates that the customer may receive;
- Indication of any discount code that the customer can benefit from.

The customer then accesses the Mémorial's offer corresponding to its various criteria.

They can then customise their visit by adding possible options:

- The audioguide application option (for Mémorial de Caen only)
- The family guided tour option if this option is available depending on the date of your visit (for the Mémorial de Caen only)

The customer accesses the order summary.

They can check the details of their order and make changes by going back.

It is reminded that the customer's is solely responsible for their choice of tickets.

The customer validates their order by clicking on the "Pay" icon.

- Identification: If the customer is already registered on the Website, they will fill in the fields provided with their username and password. If the customer is not yet registered on the Website, they must create an account by filling in the fields provided for this purpose, specifying their contact details with the following mandatory information: title, surname, first name, address, email and phone number. Except for the reservation of tours, the customer can also choose to place their order without creating an account, which means they will not be able to change the selected visit window (for Mémorial de Caen only), nor to add options after buying the tickets.

- Validation of the terms and conditions: The customer declares that they have read and accepted these terms and conditions of sale by checking the corresponding box. The customer confirms their order definitively by clicking on the "Payment" icon.

- Payment: The customer chooses their method of payment and proceeds with the payment through the secure website of the Mémorial's banking partner. Orders are payable in Euros, in full and in cash. At no time may the sums paid be considered as deposits or advances. Payment can be made by credit card (debit card, Visa, Mastercard) and/or by Connect holiday voucher ("ANCV Connect"). If the card used is declined by the payment centre, the order is automatically cancelled.

- **Confirmation of order and delivery of tickets:** Once the order has been paid, the customer can print the order summary page. In any event, the customer will receive an order confirmation via email. The order summary must be kept, it is proof of the customer's order and the contract between the parties.

2.3. In any event, the Mémorial reserves the right not to accept an order for a legitimate reason such as, in particular, a problem concerning the understanding of the order received, a foreseeable problem concerning the delivery, or an abnormality of the quantities ordered in relation to a consumer's current needs. In case of non-acceptance of the order for a legitimate reason, the Mémorial will inform the customer by email. The Mémorial also reserves the right not to satisfy any customer request which is exorbitant or derogatory to common law and its general conditions or in the event of an ongoing dispute with the Customer.

3. Ticket specifications and options

3.1. Fees and free entry

The prices of the tickets mentioned on the Website are indicated in euros with all taxes included, with the applicable VAT being that in force at the time of the order.

The Mémorial reserves the right to change its selling prices at any time. However, no changes can be made after the order has been placed.

The customer and/or visitor who is able to benefit from a free or reduced rate can make a reservation on the Website.

Where appropriate, they shall present the supporting document, which is valid, named and bears a photograph, at the time of the ticket check, at the reception of the place visited. In the event of non-presentation or non-conformity of the supporting document, they will be asked to pay the necessary price or additional price. Otherwise, access to the place of visit will be denied. Details of discounted rates and free entry can be found at (XXX).

3.2. Validity and use of tickets

Tickets are downloadable or printable from the order confirmation email.

Access to the place visited is subject to the validity of the ticket being checked. To do this, the customer and/or the participant must scan their printed ticket or their phone screen at the reception of the place visited.

In some cases, the customer and/or the participant has to present the order confirmation email and/or the voucher contained therein.

Tickets must not have been altered or manipulated and must be presented as they were printed or downloaded.

The first person to present the ticket is presumed to be the legitimate bearer of the ticket. Access to the service will be denied to any other person who comes in later with a copy of the ticket.

The visitor must keep their ticket for the duration of the visit.

Unless otherwise stated (especially with regard to the organized tours), tickets are valid for eighteen (18) months from the date of purchase. The customer is free to visit the place on the date of their choosing during this period of validity (subject to closures), except for the Mémorial de Caen for which the customer must select a visit slot and arrive during this time slot. The Mémorial de Caen ticket only allows access to the place on the day corresponding to the reserved time of visit.

Tickets for the Mémorial de Caen and the Mémorial de Falaise allow access to the place for the day.

Tickets to the Arromanches 360 Circular Cinema allow access to the place for a session.

If the customer does not use the tickets during their validity period, they will be permanently lost.

It is strictly prohibited to reproduce, duplicate or counterfeit an entry ticket or other visit document, to make it available for such purposes or to use copies of such documents. Such acts are liable to criminal prosecution, without prejudice to the damages that the Mémorial would be entitled to claim against the offenders for the injury suffered.

The customer and the visitors are subject to the internal regulations of the place(s) visited and to any safety measures made mandatory by law or regulation.

3.3. Reservation window for the Mémorial de Caen

For the Mémorial de Caen, the customer selects a visit slot on the proposed calendar showing the available slots. When the slot is no longer available, it is displayed as full.

The customer can change the selected visit time up to two (2) hours before it starts, by logging in to their personal account on the Website.

The customer is required to present themselves at the reception of the places visited during this time only. In case of delay in relation to this access time, ticket holders are subject to the same conditions of access and waiting as other visitors.

3.4. Audioguide application option

The audioguide application option allows the visitor to access pre-recorded visual, audio and explanatory material via their smartphone, enabling a self-guided tour and a different experience of the place.

This option is only available for the Mémorial de Caen.

The available languages are: French, English, American, Spanish, Italian, Dutch, German.

The audioguide application option is available online by clicking on the link in the order confirmation email received by the customer. It does not require the installation of an application by the customer. However, if the latter wishes, they can download the application "Audioguide Mémorial de Caen" from the App Store or the Play Store and enter the code indicated in their confirmation email.

In order to benefit from the audioguide application option, the customer is asked to ensure that they have a mobile device that allows them to access and browse the Internet, it being specified that they will be offered the chance to connect to the Wi-Fi at the place visited.

The customer is required to bring their personal headphones.

Access to the contents of the audioguide application is open upon receipt of the order confirmation email and until 23:59 on the day of the visit.

The customer is entitled to a legal guarantee of compliance under articles L. 217-3 et seq. of the Consumer Code concerning, inter alia, goods containing digital elements.

For further information on the existence, conditions of implementation and the content of this legal guarantee of compliance, the consumer is invited to consult articles L. 217-3 et seq. of the Consumer Code.

The legal guarantee of compliance applies regardless of the commercial guarantee that may possibly cover the goods.

It is recalled that the customer may decide to implement the guarantee against hidden defects of the item sold within the meaning of article 1641 of the Civil Code and that, in this case, they may choose between the resolution of the sale or a reduction in the sale price in accordance with article 1644 of the Civil Code.

3.5. Family guided tour option

The family guided tour option allows families to benefit from a tour led by a mediator who will provide explanatory oral comments about the place, to a group of thirty (30) people maximum, for a duration of approximately one hour and forty-five minutes (1:45 hours).

The customer is thus informed that this is not a private guided tour for their family alone.

This option is only available for the Mémorial de Caen.

The family guided tour option is offered from one (1) adult and one (1) child over eight (8) years of age.

In any case, children under the age of eight (8) will not be equipped with an audiophone.

At present, the family guided tour is only available in French.

This option is only offered during school holidays.

The customer is asked to select a tour time slot, in addition to their visit time slot on the proposed calendar showing the available time slots. When the slot is no longer available, it is displayed as full.

The customer can modify the selected tour time up to two (2) hours before it starts, by logging in to their personal account on the Website.

If the customer is late for this guided visit time, access to the visit will be refused and no refund will be possible.

3.6 Beach guided tours

The guided tours are offered on certain days, depending on the period of the year, as indicated on the Website.

The beach guided tours are open to children from three (3) years old.

3.6.1 Discovery Day Tour

The "Discovery Day" tour includes an admission ticket to the Mémorial de Caen. The customer is invited to select a visit slot as indicated in article 3.3.

The afternoon is dedicated to a tour of the D-Day landing beaches in a mini-van. The departure and return of the tour take place at the Mémorial de Caen.

The customer is informed of the exact time and place of the appointment by email.

When the customer has registered several participants, it is possible that these participants are dispatched in different vehicles (except for minors), which the customer acknowledges and accepts at the time of their order.

The tour allows participants to benefit from a visit of the D-Day landing beaches led by a guide-mediator who will give oral explanatory comments, in French and English, to a group of up to seven (7) people in each vehicle, for a duration of approximately five (5) hours.

The "Discovery Day" tour does not include catering. It is up to the customer to make the necessary arrangements.

3.6.2 "D-Day" Tour

The "D-Day" tour allows participants to be picked up at the Caen train station at nine (9) in the morning.

It includes an admission ticket for a bilingual guided tour of the Mémorial de Caen for the morning. It allows participants to benefit from a visit led by a guide-mediator who will give oral explanatory comments on the visited place, to a group of up to twenty-eight (28) people, for a duration of approximately one hour and forty-five minutes (1h45).

The guided tour is bilingual.

The "D-Day" tour includes lunch at the Mémorial de Caen's restaurant "Les Pommiers": main course and dessert, one drink and coffee. Any request related to special diets must be requested in writing by the customer upon arrival so that a personalized proposal can be considered, if necessary.

The afternoon is dedicated to a tour of the D-Day landing beaches in a mini-van. The departure of the tour takes place at the Mémorial de Caen at 1:00 pm.

The tour allows participants to benefit from a visit of the D-Day landing beaches led by a guide-mediator who will give oral explanatory comments, in French and English, to a group of up to seven (7) people in each vehicle, for a duration of approximately five (5) hours.

The return trip takes place at the Bayeux train station where participants are dropped off at six o'clock in the evening.

The customer is informed of the exact time and place of the appointment by email.

When the customer has registered several participants, it is possible that these participants are dispatched in different vehicles (except for minors), which the customer acknowledges and accepts at the time of his order.

3.6.3 Conditions for cancellation or modification of tours

The customer has the possibility to modify its reservation up to three (3) days before the date of the tour by logging in to his personal account on the Website. Apart from this case, no cancellation or modification will be considered. No correction made directly by the customer on a document from the Mémorial de Caen can be considered.

Changes are subject to availability on the Website.

Failing that, the parties will apply the cancellation terms set forth herein, as appropriate.

For any total or partial cancellation by the customer, the Mémorial de Caen will retain the following sums calculated according to the date of cancellation and the date of beginning of the services:

- For a total or partial cancellation more than 30 days before the date of the tour, the Mémorial de Caen will reimburse the entire amount corresponding to the cancelled service;
- For a total or partial cancellation between D-30 and D-10, the Mémorial de Caen will reimburse seventy (70) % of the amount corresponding to the cancelled service;
- For a cancellation between D-9 and D-4, the Mémorial de Caen will reimburse fifty (50) % of the amount corresponding to the cancelled service;
- For a cancellation less than four (4) days before the scheduled date of the service, as well as in case of no-show of the customer and/or the participants on the day of the services or of the first service booked, no refund will be made.

The date of modification or cancellation considered in this context is the date of the request made by the customer on their personal account on the Website.

4. No right of withdrawal

Article L. 221-28 of the Consumer Code provides that "the right of withdrawal may not be exercised for contracts: (...) 12 For accommodation services, (...) catering or leisure activities which must be provided on a specific date or frequency".

The sale of tickets for a museum or related services being treated as a sale of leisure activities, the customer is informed that they do not have any right to the withdrawal period.

However, the customer has the possibility of modifying or cancelling their reservation for the beach tours under the conditions provided in article 3.6.3.

5. Claims – Liability

5.1. Any claim relating to an order or visit must be sent to the Mémorial by email or by post using the details set out in article 8, and this within seven (7) days.

It is the customer's responsibility to provide proof of any anomalies found. The customer will also have to attach to their complaint the proof of purchase and visit (purchase confirmation, entry ticket(s) etc.).

5.2. The Mémorial shall not be held liable for damage, temporary or permanent, caused to the customer's computer system or for any loss or damage which would be suffered, in particular, as a result of access to or navigation of the Websites. The transmission of data via the Internet may result in errors and/or the fact that the Website is not always available. Consequently, the Mémorial cannot be held responsible for the availability and interruption of the online service.

5.3. It is recalled that the choice and use of tickets is the sole responsibility of the customer.

The Mémorial thus declines any responsibility in the event of loss or theft or use of copies of the tickets without the knowledge of the customer, including on the premises of the place visited.

The customer is entirely responsible for the words, photos, videos, made during the services and that they could disseminate on social networks or blogs and therefore their consequences (moral, legal ...). The Mémorial could in no case be held responsible for their content and the consequences of their dissemination.

The Mémorial cannot be held liable for the loss or theft of personal belongings in the visiting areas or on board the coaches, minibuses or in any other place, and cannot guarantee their return.

5.4. The Mémorial cannot be held liable for any delay or non-performance due to force majeure or to a fault of the customer or a third party.

If the performance of the service is delayed due to the customer or a third party, the Mémorial declines any responsibility subsequent to this delay which cannot, under any circumstances, and by express agreement, give rise to compensation.

A party shall not seek the other party's liability, and its obligations shall be suspended, if an event of force majeure occurs. A situation of force majeure designates any event that renders impossible or obviously more difficult the execution of an obligation due to its unforeseeable, uncontrollable or external nature – these three criteria being alternative – such as fires, floods, total or partial strikes, paralysis of road or other means of transportation, shortage of

energy supply, blockage of telecommunications and computer networks, changes of regulations, delays or failure in the service of external partners such as suppliers or subcontractors of the Mémorial, wars, riots, epidemics, pandemics, administrative decisions to close all or part of the Mémorial's premises and/or to limit its activity and/or that of its suppliers or subcontractors (in particular because of sanitary measures, confinement, etc.), as well as any other events deemed by law or case law to constitute an event of force majeure.

It is also specified that any event imposed on the Mémorial due to its legal status as a semi-public company and/or the nature of the premises (particularly in the event of ceremonies or commemorations, visits of officials or heads of State, etc.) and/or operations conducted for reasons of safety (closing of the place, evacuation of visitors, etc.) constitutes a situation of force majeure.

In a situation of force majeure, the obligations of the party impaired thereby shall be suspended. It shall promptly inform the other party as soon as the situation is brought to its attention. In the event that the Mémorial encounters an impediment, it shall issue a credit or refund to the customer, depending on the situation, to the exclusion of any indemnification. In the event that the customer encounters an impediment, the Mémorial must be duly paid for any services that might have been carried out and for any costs that might have been incurred in execution of its obligations.

6. Intellectual property / Personal data / Opposition to telephone marketing

6.1. All the content of the Website (illustrations, texts, labels, marks, images, logos, videos, etc) is the property of the Mémorial. Any reproduction in whole or in part of the Website is prohibited, unless the Mémorial gives its express and prior authorisation. The Mémorial does not allow the creation of hypertext links unless express prior agreement is given.

Unless otherwise stipulated, the Mémorial retains the intellectual property of its creations (know-how, copyright, trademarks etc.) which may not be used, represented, communicated, performed, adapted or translated without its prior written permission. In any event, the Customer will only use the Mémorial's documents in accordance with the purpose for which they were transmitted.

6.2. The Mémorial shall collect and process the personal data of customers in accordance with the applicable personal data rules and the Privacy Policy which it has developed and which supplements these terms and conditions of sale, of which it shall form an integral part. As such, the Mémorial invites customers to consult it **by clicking [HERE](#)**. The customer can at any time ask to modify their data using the "Personal Data" form **by clicking [HERE](#)**.

6.3. The customer is informed that they can register on a list opposing telephone marketing ("Bloctel" list). However, it is specified that this registration does not preclude the Mémorial from contacting the customer over the phone for the strict requirements of the execution of this contract.

7. Applicable Law/Consumer Ombudsman

The parties agree that these conditions and their consequences are subject to French law. The language hereof and of the relations between the parties is French.

The customer is informed of the possibility of recourse, in the event of a dispute, to a conventional mediation procedure or to any alternative method of dispute resolution.

The customer may thus submit any dispute with the Mémorial to the following mediator:

<p>Association Médiation Tourisme et Voyage Contact information: BP 80303 – 75823 PARIS cedex 17 Website: https://www.mtv.travel</p>
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Before the above-designated mediator is referred to, the customer agrees to send their complaint to the Mémorial's Customer Service at the using the details indicated in article 8 of these terms and conditions.

In addition, the Mémorial informs the customer of the existence of the online dispute settlement platform set up by the European Commission and of the possibility of recourse to it in the event of a dispute in connection with this contract. This platform is accessible **by clicking [HERE](#)**.

8. Contact and Information

SAEML LE MÉMORIAL DE CAEN – Esplanade Général Eisenhower – CS 55026 - 14050 CAEN CEDEX 4
Status: a semi-public company
Corporate share capital: €1 216 350
SIRET number: 348 713 694 00019
VAT number: FR 71348713694
Insured with MMA IARD, 14, boulevard Marie et Alexandre Oyon - 72000 LE MANS for professional civil liability.

For any questions, the customer can contact the Mémorial at the following address:

MÉMORIAL DE CAEN
Esplanade Général Eisenhower
CS 55026
14 050 CAEN CEDEX 4
Tel: 02 31 06 06 45
Email: resa@memorial-caen.fr

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