

ÉTABLISSEMENT PUBLIC DU MUSEE DU LOUVRE

TERMS AND CONDITIONS

**For groups visiting the permanent collections and temporary exhibitions
with their own leader
Online sales**

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These conditions are applicable as of January 1, 2021.

1 - Purpose

1.1 The purpose of these terms and conditions is to define the contractual relationship between:
The Établissement Public du Musée du Louvre (Public Establishment of the Musée du Louvre, hereinafter referred to as EPML), an administrative public establishment in accordance with the provisions of amended decree no. 92-1338 of December 22, 1992, creating the EPML.
SIRET no. 180 046 237 000 12 – APE no. 9103Z.
Domiciled at Musée du Louvre – 75058 Paris cedex 01 – France.

Merchant agreements:

- 2333280 EPML DE INTERNET
- 805 028 113 8 EPML BILLETTERIE INTERNET

And any natural or legal person (hereinafter referred to as the “Buyer”) buying EPML tickets on the online ticket sales website www.ticketlouvre.fr.

1.2 The Buyer acknowledges that they have read these terms and conditions prior to validating their order. The act of placing an order implies acceptance of these terms and conditions by the Buyer.

1.3 The EPML reserves the right to adapt or modify these terms and conditions at any time. If modified, the applicable conditions are those in effect on the date of the order/purchase.

2 – Scope

2.1 The following tickets can be purchased on the online ticketing website www.ticketlouvre.fr:
=> **Group reservation fee**: allowing a group leader to enter the permanent collections and temporary exhibitions of the Louvre with their group and, if applicable, speak publicly in the museum. Valid for single entry only.

2.2 At the Louvre, a group may consist of 7 to a maximum of 25 persons including visitors exempt from admission fees.

2.3 All groups must pay the reservation fee and hold admission tickets, including for those exempt from admission fees.

The reservation fee is booked for a specific time and number of paying group members. Visitors entitled to free admission must be counted in the total group number, which must not exceed 25 persons.

2.4 Penalties may be applied to groups that have not paid the reservation fee.

3 - Terms of payment

3.1 Reservations and purchases

3.1.1 Online, the Buyer shall pay for the group reservation fee and admission tickets for the group members as follows:

1. Go to the page: www.ticketlouvre.fr.
2. Select the date and time of the visit from the vacant slots displayed on the calendar. When a slot is no longer available, it is shown as full.
3. Choose the number of tickets desired and continue shopping or finalize the order.
4. An order summary appears before the validation of purchase. If the order is correct, validate it. If the order is incorrect, go back to the ticket selection page.
5. Enter your contact details.
6. Accept the terms and conditions.
7. Click "Payment".
8. Pay for the order by credit or debit card, if necessary identifying yourself using the 3D-Secure standard by entering the code provided by your bank.

The group reservation fee must be paid for following the above-mentioned process upon booking a visit time slot. Admission tickets for the group members may be purchased online up until the time slot reserved.

3.1.2 The "Your basket" page allows the Buyer to check the content of the order in process. So long as no payment has been made, the basket content can be modified.

3.1.3 If the payment is accepted by the Card Authorization Centre (CAC), the order confirmation shall appear. The Buyer will receive an order confirmation email and a payment receipt email.

3.1.4 Using the link in the confirmation email, the Buyer will be able to generate their ticket(s) in PDF form, stating the first and last name(s) of the ticket holder(s) or of the group leader(s), and print them out.

3.2 The group leader can also add one or more people to the group online after having paid for the reservation and tickets, but the group must not exceed a total of 25 people.

The number of group members cannot, however, be reduced.

The name of the Buyer/group leader may be changed online.

The reservation (date and/or time) may be changed online.

Any group that arrives at the museum with a greater number of members than indicated online and buys admission tickets at the museum on the day of the visit shall incur an increased fee for each additional group member.

3.3 The EPML reserves the right to refuse any order made by a client who does not adhere to the terms and conditions.

4 - Conditions of use

4.1 Tickets

4.1.1 Tickets will be provided for the group reservation and for the admission of the group members. Tickets purchased online are time-stamped and valid only for the chosen service, date and time.

4.1.2 The ticket provided by the EPML will include:

- the name of the Buyer or group leader
- the description of the service sold and the price in euros
- the dates and times of the service
- a barcode to allow museum staff to check tickets
- conditions of use of the e-ticket and access to the service ordered
- the legal notices: Cannot be resold; Any exit is final.

4.1.3 The ticket is printable upon validation of the payment in the form of an e-ticket or downloadable in the form of an m-ticket. It is accessible via a link and can be printed from the confirmation email.

4.1.4 Tickets may be presented at the ticket check point on a telephone screen or printed. They must not be changed or tampered with in any way, and must be presented as they were printed or downloaded.

4.1.5 Tickets purchased online are time-stamped and valid only for the chosen service, date and time.

4.1.6 All group visit tickets are non-transferable. They cannot be resold.

4.1.7 The EPML shall check proof of entitlement to free admission prior to the activity.

4.1.8 Access to the service is subject to the ticket undergoing a validity check. The ticket contains a barcode and is checked and registered using barcode readers by museum staff at the entrances to the collections.

Group members who hold a Paris Museum Pass must also present their passes to be scanned, in order for their visit to be recorded.

4.1.9 The first person to present the ticket is presumed to be the rightful ticket holder.

4.1.10 Any person found to be illegally reproducing a ticket and/or using a counterfeit ticket may be prosecuted.

4.1.11 The EPML shall not be held responsible in the event of loss, theft or the use of copies without the Buyer's knowledge, including on the museum's premises.

4.1.12 In the case of the breach of a condition provided for in this article, the EPML reserves the right to deny access to the service in question.

4.2 Group visit terms

4.2.1 Group visits shall be conducted under the supervision of a group leader who shall be responsible for ensuring full compliance with the museum regulations by all group members as well as the discipline of the group. The group must remain together for the entire visit.

4.2.2 Groups must enter the collections at the time reserved. If the group arrives any later than thirty minutes after the reservation, their reservation and admission tickets shall no longer be valid and no refund shall be granted.

4.2.3 Groups can only access the group welcome area under the pyramid upon presentation of the reservation by the group leader. If they do not hold this, while the group leader undertakes the necessary formalities, the group must wait outside of the museum, without blocking passages, as instructed by the reception and security staff.

4.2.4 One reservation and one ticket grants single access to the relevant service and any exit is final.

4.2.5 The group leader shall ensure that the group visitor tickets remain clearly visible for the duration of the visit.

4.3 The right to speak publicly

4.3.1 The right to speak publicly in the museum rooms is granted on an individual basis by the President of the EPML. Guided tours of the collections, monuments and gardens are organised by qualified holders of the professional museum guide card, issued under the conditions laid down pursuant to Article L221-1 of the French Tourism Code. Authorised persons must clearly display their identification throughout the visit. The right to speak publicly and use of an official guide do exempt the group from the reservation fee.

4.3.2 Group visitors shall under no circumstances disturb other visitors. On an exceptional basis, when the rooms are overcrowded, reception and security staff may limit or prevent guides from speaking publicly.

4.3.3 Groups must have audiophones.

4.4 Inspection of compliance with museum rules

4.4.1 Museum reception and security staff may perform random inspections at any time during the visit.

4.4.2 If the staff notice that these rules are not being complied with, the group leader shall be temporarily have their right to perform group tours in the museum suspended by the EPML. They shall be sent notice by recommended mail, which shall stipulate the period of suspension, not exceeding one year.

4.4.3 The Director of the Visitor Reception and Security Department, on their representatives, shall be responsible for applying suspension measures.

4.5 Security measures

4.5.1 To ensure the security of all visitors, the Musée du Louvre applies the preventative measures decided on by the French government for all public services.
All persons must undergo the security checks.

4.5.2 Suitcases and large bags are prohibited. Only items that do not exceed the maximum size of 55 x 35 x 20 cm shall be permitted in the reception areas. They shall not be permitted in the museum rooms and must be deposited in one of the lockers after they have been checked.

5 - Rates

5.1 The applicable rates are those in effect at the time of order. The EPML reserves the right to modify prices at any time.

5.2 The rates and list of those entitled to free admission are available on the EPML website and at the information counters in the museum.

6 – Terms of payment

6.1 Tickets are paid for by the Buyer by credit or debit card. Only the following cards are accepted on the "www.ticketlouvre.fr" website: Carte Bleue, Visa, MasterCard, e-Carte Bleue and American Express

6.2 Upon acceptance of the payment, the Buyer receives two emails; one containing a summary of their order, the other constituting the customer credit card receipt (to be retained and presented in the event of a dispute).

7 - Payment security (online sales)

All payment transactions must be authorized by the Buyer (Article L133-6 of the French Monetary and Financial Code).

7.1 The EPML payment site uses the **PAYBOX** collection platform which meets the **3D-secure standard**.

7.2 3D-Secure is a security protocol offered by VISA, MasterCard and GIE Cartes Bancaires in order to increase the security of remote payments by adding an authentication stage carried out by the cardholder's bank. The Buyer will be asked to enter an authentication code to validate the payment. In most cases, this is a single-use security code sent by SMS to your mobile telephone. You should never enter your four-digit PIN when making an online transaction.

7.3 The SafeKey protocol is applied for American Express cards and refers to "a fraud prevention tool specifically designed to reduce fraudulent Internet Charges using 3-D Secure™ specifications to ensure industry consistent functionality" (see Terms and Conditions for American Express® Card Acceptance).

8 - Processing of personal data

8.1 The Buyer is informed that the EPML, 75058 Paris CEDEX 01, – the data controller, as defined in Regulation (EU) 016/679 of April 27, 2016 on data protection and privacy (hereinafter referred to as GDPR) – may collect and use the Buyer's personal data. The legal basis of this processing is contractual.

8.2 These data are required for the EPML to process the Buyer's order. Should the Buyer fail to provide such information, the order will not be taken into account.

8.3 The data provided by the Buyer are processed by the Musée du Louvre for following purposes:

- managing the order
- finalizing the transaction

- allowing access to the Musée du Louvre; solely for this purpose, if the ticketholder is not the Buyer, the EPML may collect and process the name of the ticketholder. The Buyer informs the ticketholder that their first name and last have been given to EPML.
- managing relations with the Buyer
- sending information and requests to the Buyer; the Buyer can, at any time, opt out of receiving such information and requests by clicking on an unsubscribe link included in the messages received
- conducting studies and compiling statistics.

8.4 The personal data collected are stored for the following time periods:

- data provided for payments made by the Buyer, particularly banking data, are stored, in view of the legal time period mentioned in Article 12 below and in accordance with CNIL deliberation no.2018-303 of September 6, 2018, for a duration of thirteen (13) months from the full payment of the said purchase, or fifteen (15) months in the event of deferred debit cards, to allow for the management of any complaints.
- other personal data collected shall be stored for a period of 36 months from the date of the last purchase.

8.5 The data collected shall only be used by the relevant services of the Musée du Louvre, i.e. the Ticketing Operations Division (Visitor Reception and Security Department), the Visitor Development and Loyalty Division and head of official visits (External Relations Department), the Ticketing Systems and Visitor Management Division (Financial, Legal and Resources Department), and the Accounting Agency. Data may also be communicated to EPML subcontractors involved in the development and maintenance of the ticketing and electronic payment system.

8.6 The collected data are not transferred across borders.

8.7 In accordance with the amended French data privacy law of January 6, 1978, and the GDPR on data protection and privacy, you have the right to access, amend, correct or remove data concerning you. You may also exercise your right to object to or limit the processing of your data and your right to receive the data concerning you. You have the right to provide instructions related to the storage, deletion and communication of your personal data following your death.

8.8 To exercise your rights, you can send a request via email to donneespersonnelles@louvre.fr or in writing to Musée du Louvre – 75058 Paris Cedex 01. You must provide your personal information and proof of your identity. Should there be any doubt regarding your identity, the EPML may ask for further evidence, such as the photocopy of a piece of identification bearing your signature.

8.9 You also have the right of recourse to a national supervisory authority, such as the French Data Protection Authority (CNIL), 3 Place de Fontenoy – TSA 80715 – 75334 PARIS CEDEX 07, in the event of a breach of the applicable regulations on data protection.

8.10 The Data Protection Officer (DPO) for the EPML, appointed since March 13, 2019, is the Alain Bensoussan Selas law firm, 58 boulevard Gouvion-Saint-Cyr, 75017 Paris.

8.11 For more information on the EPML commitment to personal data protection, you can consult the EPML Personal Data Protection Policy, available online at www.louvre.fr.

9 – Cookie policy

9.1 A cookie is a text file that may be stored in a dedicated space on the hard disk of your device when you access an online service using your browser. A device is the hardware you use (computer, tablet, smartphone, etc.) to consult or view a website, an application, advertising content, etc.

9.2 A cookie file allows the issuer to identify the device on which it is stored and to send information such as a session identifier or choice of language to the website concerned during the lifetime of the cookie. Only the issuer of the cookie concerned can read or modify the information contained in the cookie.

9.3 While you are browsing the website, cookies may be installed on your device by the Musée du Louvre or by third parties.

9.4 The www.ticketlouvre.fr website uses cookies:

“session” cookies necessary for online ordering and destroyed as soon as the Buyer leaves the site; “persistent” cookies, to collect anonymous data for statistical purposes.

9.5 The Buyer may allow all cookies or select them on a case-by-case basis, refuse or delete them on the cookie management page of the www.ticketlouvre.fr website. The Buyer may also disable cookies by selecting the appropriate settings in their Internet browser. Disabling cookies may prevent the use of some features of the EPML’s online ticketing website.

9.6 For details about the cookies used on the www.ticketlouvre.fr website, to understand what cookies are, know more about how they are used and how to manage them, you can consult the EPML Cookie Policy, available online at www.louvre.fr.

10 - Refunds

10.1 The sale of tickets for a museum or related service is considered a sale of leisure services and, in accordance with Article L221-28-12° of the French Consumer Code, confers no right to a withdrawal period.

10.2 In the event of a cancellation or modification of the relevant service by the EPML, an operating incident, an opening delay of over 30 minutes, or an error in processing the order by the EPML, a refund shall be entitled after the original scheduled date and time of the service.

10.3 In exceptional cases temporarily involving a particular audience as a whole, a managerial decision by the President-Director may be added to this list.

10.4 Refunds can be made on the initiative of the Musée du Louvre or in response to a request for reimbursement. Requests must be sent, within one (1) month of the date of the visit, by email to assistance-billetterie@louvre.fr or by mail to: Musée du Louvre – Assistance Billetterie – 75058 Paris Cedex 01 (France). They must contain the relevant order number. These requests must include the reason for reimbursement and the ticket number or the order number or present the unscanned ticket.

11 - Contesting a bank debit

11.1 In the event of a dispute caused by theft or loss of the payment card, the Buyer must immediately challenge the transaction by calling the number provided by the issuing bank. In the event of theft, they must report the incident to the competent authorities.

11.2 In the event of a dispute caused by anomalies noticed by the Buyer in their account statement while still in possession of their payment card, the Buyer must make a complaint to the issuing bank as soon as possible and within the time fixed by the law, thirteen (13) months following the date of debit of the disputed transaction. Once that time has elapsed, the dispute will no longer be admissible. (Article L133-24 of the French Monetary and Financial Code)

The complaint is transmitted through the banking network to the EPML. If the complaint is upheld, the EPML account holder is ordered to issue a refund by crediting the account of the Buyer.

12 - Responsibility

12.1 Neither the EPML nor the Buyer may be held responsible for any breach of contract caused by a case of force majeure. The following circumstances are considered as force majeure: wars, riots, insurrections, governmental or legal restrictions, fires, earthquakes, storms and floods.

13.2 Except in the event of a malfunction of the "www.ticketlouvre.fr" website attributable to the EPML, the EPML may not be held responsible for any anomalies that may arise in the course of ordering, processing, downloading or printing the ticket, where these are attributable to the actions of the Buyer; to the unforeseeable and insurmountable actions of a third party unconnected with the service; to computer or server breakdowns, or to obstruction of telecommunications including networks and especially the Internet.

13.3 The EPML may not be held responsible for the use of tickets purchased, as the Buyer is solely responsible for their use by themselves or by a third party. It is the Buyer's responsibility to check the ticket(s) and online purchase confirmation as soon as they are received by email.

13 - Applicable law and settlement of disputes

These terms and conditions are governed by French law.

In the event of a dispute, the courts of Paris shall have sole jurisdiction, after all amicable remedies have been exhausted.

Paris, 20 November 2020

Jean-Luc MARTINEZ
President-Director
of the Établissement Public Musée du Louvre

NB: In case of any discrepancy between the original document in French and the translation in English, the original version shall prevail.