

19 Place de l'Hôtel de Ville
F - 67120 MOLSHEIM
Ticket Office: commercialisation@ot-molsheim-mutzig.com
Tel: + 33 (0)3 88 38 57 26

Molsheim-Mutzig Region Tourist Office
Registered in the tour operators register with Atout France at 23 Place de Catalogne
75014 Paris under n° IM 067120026
. holder of a professional liability insurance policy with
Groupama Grand Est in Strasbourg
. holder of a financial guarantee delivered by Groupama Assurances, Crédit et Caution in Paris

It is hereby specified that these Terms and Conditions exclusively govern the sale concert tickets, performances and entrance to tourist attractions on the Tourist Office website to external organisers.

The Terms and Conditions apply to all orders made and paid for on the website by the Client when using the Online Ticket Office service.

The Client expressly acknowledges that the Services ordered and/or booked via the Website may be subject, in addition to the present Terms and Conditions, to general or specific terms and conditions applicable to Services ordered or booked of which they are aware before making any purchases, as necessary.

The Client declares that they have the capacity to enter into a contract/sale, i.e. they are of age and are not subject to guardianship or power of attorney.

The terms used with a capital letter in these Terms and Conditions will have the following meaning, whether they are used in the singular or plural:

- Force majeure: refers to events such as natural disasters or major political events, which having regard to the circumstances, is unforeseeable, irresistible and beyond the will of the Parties as defined by the jurisprudence of the Court of Cassation.
- Partner: refers to the Service provider(s)
- Order: any contracts between the Client and the Tourist Office to complete the online sale
- Client: any natural or legal person with whom the Molsheim-Mutzig Region Tourist Office concludes a contract/sales agreement
- Website: Tourist Office Website at: <https://www.ot-molsheim-mutzig.com>

1. REQUIRED CONDITIONS PRIOR TO THE USE OF SERVICES

By placing an order on the Website and ticking the appropriate box, the Client accepts these Terms and Conditions fully and without reservation. Without acceptance, it is technically impossible to complete the order.

The characteristics of the Services which may be ordered online are shown on the Website.

However, the photos on the Website are strictly for illustrative purposes. By placing an order, the Client acknowledges that they have obtained all the information on the nature and characteristics of the Service.

2. PRICES AND NUMBER OF TICKETS

The prices on the website are given in euros (no VAT applies) excluding delivery fees where applicable. The fees will be invoiced on the basis of the prices in force at the time of the order.

In order to enjoy reduced prices, Client must present the appropriate documents upon entry to the venue.

Unless otherwise specified, the total number of tickets purchased per person may not exceed 6 (six) for any given performance, all categories taken together.

Different ticket prices may be offered for different events and tourist attractions.

The Molsheim-Mutzig Tourist Office reserves the right to modify prices as decided by the Partners. Such changes will not impact orders placed before any price increase.

Payments for orders under these Terms and Conditions will only be accepted by credit or debit card.

3. PAYMENT AND PERSONAL DATA

Payment shall be made via a secure electronic payment system on the Website. This way, online tickets can be booked instantly. The following payment cards are accepted to place an order: French bank card / Visa and Eurocard / Mastercard.

All information is protected and encrypted before transfer to the processing centre. Payment must be made in the name of the person ordering the tickets, unless specifically agreed otherwise in advance.

The online payment facility is provided by:

CREDIT MUTUEL - 26 Place de l'Hôtel de Ville - F-67120 MOLSHEIM

The full amount of the order will be debited only once from the Client's payment card by the Tourist Office using the secure payment system.

4 AVAILABILITY

Tickets to performances may be booked in real time and the server informs you in real time of when tickets are available at the time of placing the order.

During purchase and depending on the number of places available online, various availability messages may be displayed:

- Sold out: the event is sold out
- There are no more tickets available for this event online. Please contact the Molsheim-Mutzig Region Tourist Office on 03 88 38 11 61. Tickets might be available through other channels

Once you have placed the tickets in your basket, you have 20 minutes to complete the transaction. After 20 minutes, the session will expire.

Not all performances of a given event are necessarily on sale online.

Online sales will close on the day before the performance takes place at midnight. To check if tickets are still available for a particular event, call the Tourist Office, who may be able to offer you a distance sale.

5 CONFIRMATION OF THE ORDER

Once the payment has been made, the order is final and may not be modified or cancelled by the Client.

Orders for concerts, performance or tourist attractions shall not be confirmed and shall not be binding on the Tourist Office until the email confirming the order has been confirmed.

The Molsheim-Mutzig Region Tourist Office invites the Client to check their emails, including their spam folder.

Persons who filter their email should authorise these addresses to write to you:

billetterie@ot-molsheim-mutzig.com / infos@ot-molsheim-mutzig.com

6 CONFIRMATION OF THE ORDER

Tickets that may be ordered on the Website are generally subject to a specific period of validity and some may be purchased for a specific date, as mentioned on the Website. By confirming the order on the Website, the Client acknowledges that they are fully aware of the date or period for which their order is valid. Tickets that have not been used by the end of the stipulated period will not be refunded.

By approving the payment, the Client accepts the Terms and Conditions in full and without reservation.

Unless otherwise proven, data registered by: <http://www.ot-molsheim-mutzig.com/billetterie.htm> constitute proof of all transactions by the Molsheim-Mutzig Tourist Office and its clients.

7 DELIVERY OF TICKETS

Tickets are delivered as per the payment method chosen by the Client depending on how far in advance of the performance they make the booking.

If tickets are booked more than 15 days in advance of the performance, the Client may choose between paying by card (online) or by cheque (by post).

- Clients who choose instant payment by card may choose from sending the tickets (delivery costs apply), or collecting them from the tourist office or the ticket office on the night
- tickets paid by cheque must be sent by post (delivery costs apply).

Between 5 and 8 days in advance of the performance, tickets may only be booked by payment card. The Client may choose between postal delivery of the tickets (delivery costs apply), and collecting them from the tourist office or the ticket office on the night.

To ensure secure payments, only the holder of the bank card used to purchase tickets may collect tickets from the Tourist Office upon presentation of the payment card used and their personal ID. Tickets will not be delivered unless the card is presented at the ticket office.

In all cases, the Client will receive the tickets from the ticket office on the night of the performance at the latest. Tickets without allocated seating or dates sent through the post will be dispatched via tracked delivery (no signature required). Clients ordering tickets with allocated seating will be offered the choice between ordinary post (delivery costs apply) and registered post.

Postal and tracking costs apply to international deliveries.

The receipt and tickets will be sent to the address provided when placing the order (home or other address).

8 TRACKING THE ORDER

For all information or claims on ticket orders and any errors therein, please contact:

Office de Tourisme Région de Molsheim-Mutzig – 19 Place de l'Hôtel de Ville – 67120 MOLSHEIM

Tel: 03 88 38 11 61 – reclamation@ot-molsheim-mutzig.com

9 CANCELLATION AND REFUNDS

In accordance with Article L 121-20-4 of the Consumer Code, concert/performance/tourist attraction tickets are not eligible for refund

Tickets will not be refunded, even in the event of loss or theft, and may not be returned or exchanged unless the organiser cancels the event and decides to refund the tickets.

Refunds will only be made to the original purchaser in exchange for the ticket, the receipt or purchase order and a written request with the following text "Par la présente, je sollicite l'Office de Tourisme de la Région de Molsheim pour le remboursement des (number of tickets) de billet pour la somme (amount) du spectacle (performance and date) annulé" dated and signed.

Furthermore, refund requests should be made either in cash or by cheque within 15 days minimum and 1 month maximum and will only be accepted within a maximum period of 1 month following cancellation of the event. In any case, no expenses of any nature whatsoever will be refunded or compensated for.

Tickets may not be sold on for a higher price than that indicated on the ticket. No additional copies of the ticket will be delivered, even in cases of loss or theft.

Events organised by persons other than the Molsheim-Mutzig Tourist Office will remain under the organiser's sole responsibility. Under no circumstances may the Tourist Office be held liable in respect of such events.

When an event is cancelled or the date, time or place of the performance booked by the Client, the Client agrees that the Tourist Office of the Molsheim-Mutzig Region, insofar as possible, if notified by the organiser, may contact them through the contact details used to make the booking to inform them of the next steps.

Similarly, no refunds will be given in respect of performances that are cut short, provided that the performance lasts more than 30 minutes.

The Molsheim-Mutzig Region Tourist Office will invite the Client to check 24 hours before the concert that the performance will indeed take place and that no changes have been made, by telephone to 03.88.38.11.61.

10. PROTECTION OF PERSONAL DATA

The data collected by the Molsheim-Mutzig Region Tourist Office are processed in order to manage requests for online ticket office. Your data are processed in strict legality, while respecting the contractual relationship between the parties.

The data are used solely by personnel with authorisation from the Molsheim-Mutzig Region Tourist Office.

As part of managing requests for online ticket office, the data are archived for 5 years after the guided tour has taken place. The data processed as part of sales operations will be kept for the duration of the contractual relationship and for 3 years after the last contact. Accounting information will be archived for 10 years, in line with prevailing legislation.

You can access data concerning yourself, change them or ask for them to be deleted. You have the right to ask for your data to be transferred and for data processing to be limited.

To exercise these rights or for any question concerning your data in this respect, you can contact us, including proof of your identity, by email at infos@ot-molsheim-mutzig.com or by letter to RGPD - Office de Tourisme de la Région de Molsheim-Mutzig - 19 Place de l'Hôtel de Ville - 67120 MOLSHEIM.

After contacting us, if you consider that your rights concerning personal data have not been respected, you can send a complaint to the CNIL.

11. FORCE MAJEUR - THIRD-PARTY LIABILITY

The Tourist Office may not be held liable for non-performance or late performance of any of its obligations under these Terms and Conditions, in the event of force majeure.

In that regard, force majeure refers to any entirely unforeseeable and irresistible event within the meaning of Article 1148 of the Civil Code.

Neither may the Tourist Office be held liable for non-performance or late performance of any of their obligations imputable to third parties, particularly in the event of disruption or delay to postal, transport or communication services.

12. APPLICABLE LAW - DISPUTES

These Terms and Conditions and resulting instruments shall be governed by French Law.

For any dispute in relation to these terms and conditions or resulting instruments, the parties will make all efforts to resolve the dispute amicably.

Any disputes that cannot be resolved amicably by the parties shall be referred to the courts of the Tourist Office of the Molsheim-Mutzig Region.