

# **GENERAL CONDITIONS OF SALE**

#### 1. Definitions

- "GCS" means these general conditions of sale.
- "Foundation" means the Olympic Foundation for Culture and Heritage, a foundation established under Swiss law and domiciled at Quai d'Ouchy 1, 1006 Lausanne, representing the Olympic Museum (TOM), the shop and restaurant.
- "Client" means any private individual with legal capacity to place an Order on the Foundation's website.
- "Order" means the list of Tickets, Gift Vouchers, Products and Activities chosen and validated by the client.
- "Price" means the price of each product.
- "Ticket" means any entrance ticket sold by the Foundation on its website.
- "Gift Voucher" means a gift voucher that the Foundation sells on its website.
- "Activity/ies" means one or more visitor experience activities sold or made available for reservation by the Foundation on its website.
- "Website" means the website with the following URL address: <a href="https://www.olympics.com/museum">https://www.olympics.com/museum</a>

## 2. Conditions of application of these GCS

The Foundation applies these GCS to any Client making an Order via the Website.

The Client may purchase entrance Tickets, Gift Vouchers, Items or Activities via the Website, each governed by separate conditions.

It is understood that the Client declares that he or she is at least 18 years of age and has the legal capacity to make an Order on this Website or has the authorisation from his or her legal representative to do so.

It is understood that any Ticket Order made by the Client must be for private purposes. The Client may not make any commercial or promotional use of any Ticket Order or Ticket.

It is understood that any Gift Voucher Order made by the Client must be for private purposes. The Client may not make any commercial or promotional use of any Gift Voucher Order or Gift Voucher.

It is understood that any Item Order made by the Client must be for private purposes unless a contractual agreement exists with the Foundation. The Client may not make any Item Order for commercial or promotional purposes or make any commercial or promotional use of any Item without the written agreement of the Foundation.

It is understood that any Activity Order made by the Client must be for private purposes. The Client may not make any Activity Order or make use of any Activity/ies for commercial or promotional purposes.



These GCS may be modified at any time.

The GCS that apply to the Client are those in force at the time the Order is made.

#### 3. Purpose of the GCS

The purpose of these GCS is to define the rules and conditions under which (i) the Foundation agrees to sell one or more Tickets, Gift Vouchers, Items or Activities to the Client, and (ii) the Client agrees to purchase one or more Tickets, Gift Vouchers, Items or Activities sold by the Foundation.

The GCS are deemed to be accepted by the Client when the Client checks the "I have read and accept the General Conditions of Sale" and "I accept the Conditions of Participation and Conditions of Use, and I have read and understood the Confidentiality Policy" tabs.

These GCS are in force as of 31/05/2024

## 4. Tickets

## 4.1. Conclusion of sale and payment

The sale between the Foundation and the Client is concluded when the Client has paid for the Order, and the Foundation's payment service provider, SIX Payment Services, has confirmed the transaction.

The Foundation invites the Client to consult the information on the security of data processing via this link: <a href="https://www.six-payment-services.com/en/home/learn-more/payment-security.html">https://www.six-payment-services.com/en/home/learn-more/payment-security.html</a>

The Foundation takes payment for the Order as soon as the Order validation is registered, and confirms the sale to the Client by email. This confirmation consists of an Order confirmation and an Ticket (E-Ticket). The presentation of the order confirmation is not binding. Only the Ticket is binding to enter into The Olympic Museum.

To be valid, one (1) copy of the Ticket must be printed using an inkjet or laser printer (in colour or black and white). Tickets with a quality of lower than 300 dpi and those printed in "toner saving" mode will not be valid. It is the Client's responsibility to ensure that: the Ticket is printed on previously unused A4 paper; a standard printer is used; and there is sufficient ink and toner to print the Ticket. The Ticket may also be presented in digital or mobile format.

The Ticket covers entrance to The Olympic Museum and all exhibitions taking place there at that moment.



#### 4.2. Prices

All Prices are shown in Swiss francs (CHF), inclusive of tax.

Several price categories are available: Adult, Child and Discounted (OAP, Student or Person with a disability). Entrance to The Olympic Museum is free for children up to the age of 15. The Client must ensure that the conditions required to benefit from the various price categories are fulfilled, and checks may be made. A form of justification (OAP or student card) or other proof of identity may have to be shown on the day of the visit, and access may be refused in the absence of such justification or proof of identity.

The Prices shown are based on the applicable rates at the time of the Order and are as shown on the Website or ticket site, and may not be combined with other promotional offers. All concluded sales are final. Once bought, a Ticket cannot be reimbursed.

## 4.3. Use of Ticket by the Client

Each Ticket is valid for the visit date chosen at the time the Order is made. Before this date, the Client may change the visit date directly online from their SecuTix account for up to 365 days from the purchase date. Beyond this date, the validity period cannot be extended, and the Ticket can no longer be exchanged.

On the day of the visit, the Ticket will be scanned at the access control point to check its authenticity. Each Ticket may be scanned and used only once.

If there are found to be copies of the same Ticket, the Foundation reserves the right to refuse entry to all the Ticket-holders.

The Foundation declines all responsibility for any lost or stolen Ticket.

Each Ticket allows the holder to go straight to the access control. Visitors may however have to wait in other queues inside The Olympic Museum.

By completing the transaction, the Client agrees to comply with the instructions for visitors. For details of the Foundation's confidentiality policy, see section 7 of these GCS.

## 5. Gift Vouchers

#### 5.1. Conclusion of sale and payment

The sale between the Foundation and the Client is concluded when the Client has paid for the Order, and the Foundation's payment service provider, SIX Payment Services, has confirmed the transaction.

The Foundation invites the Client to consult the information on the security of data processing via this link: <a href="https://www.six-payment-services.com/en/home/learn-more/payment-security.html">https://www.six-payment-services.com/en/home/learn-more/payment-security.html</a>



The Foundation takes payment for the Order as soon as the Order validation is registered, and confirms the sale to the Client by email. This confirmation consists of an Order confirmation and the Gift Voucher. The presentation of the order confirmation is not binding. Only the Gift Voucher is binding in order to be used.

To be valid, one (1) copy of the Gift Voucher must be printed using an inkjet or laser printer (in colour or black and white). Gift Vouchers with a quality of lower than 300 dpi and those printed in "toner saving" mode will not be valid. It is the Client's responsibility to ensure that: the Gift Voucher is printed on previously unused A4 paper; a standard printer is used; and there is sufficient ink and toner to print the Gift Voucher. The Gift Voucher may also be presented in digital or mobile format.

#### 5.2. Prices

All Prices are shown in Swiss francs (CHF), inclusive of tax.

There can be no reimbursement in cash of the value or balance of the Gift Voucher before or when the Gift Voucher expires.

## 5.3. Use of Gift Vouchers by the Client

Gift Vouchers are generally valid for a period of two (2) years from their date of issue (purchase date). The expiry date appears on them.

Gift Vouchers are transferable and may be used in whole or in part, on one or more occasions, up to the limit of the balance available. Gift Vouchers must be shown in order to be used.

The Foundation offers two types of Gift Voucher, one that can be used on site to buy Olympic Museum entrance tickets and/or products from the TOM Shop, and the other that can be used at the TOM Café. The value of a Gift Voucher can be redeemed only at the point of sale at which it was issued, and cannot be credited for use at another point of sale.

Gift Vouchers may not be reimbursed or resold.

The Foundation declines all responsibility for any lost or stolen Gift Voucher.

#### 6. Activities

## 6.1. Conclusion and payment of sale

The sale between the Foundation and the Client is concluded when the Client has paid for the Order, and the Foundation's payment service provider, SIX Payment Services, has confirmed the transaction.

The Foundation invites the Client to consult the information on the security of data processing via this link: <a href="https://www.six-payment-services.com/fr/home/learn-more/payment-security.html">https://www.six-payment-services.com/fr/home/learn-more/payment-security.html</a>.



The Foundation takes payment for the Order as soon as the Order validation is registered, and confirms the sale to the Client by email. This confirmation consists of an Order confirmation and an E-Ticket.

To be valid, one (1) copy of the Ticket must be printed using an inkjet or laser printer (in colour or black and white). Tickets with a quality of lower than 300 dpi and those printed in "toner saving" mode will not be valid. It is the Client's responsibility to ensure that: the Ticket is printed on previously unused A4 paper; a standard printer is used; and there is sufficient ink and toner to print the Ticket. The Ticket may also be presented in digital or mobile format.

The services covered by the Ticket are listed in the conditions for taking part in the Activity/ies.

## 6.2. Prices

For services for which payment is charged, all Prices are given in Swiss francs (CHF), including all taxes.

Several price categories are available. The Client must ensure that the conditions required to benefit from the various price categories are fulfilled, and checks may be made. A form of justification (OAP or student card) or other proof of identity may have to be shown on the day of the visit, and access may be refused in the absence of such justification or proof of identity.

The Prices shown are based on the applicable rates at the time of the Order and are as shown on the Website or ticket site, and may not be combined with other promotional offers.

All concluded sales are final. Once bought, a Ticket cannot be reimbursed or exchanged.

## 6.3. Use of Ticket by the Client

Each Ticket is valid for the chosen Activity/ies. Its validity period cannot be extended.

On the day of the visit, the Ticket will be scanned at the access control point to check its authenticity. Each Ticket may be scanned and used only once.

If there are found to be copies of the same Ticket, the Foundation reserves the right to refuse entry to all the Ticket-holders.

The Foundation declines all responsibility for any lost or stolen Ticket.

By completing the transaction, the Client agrees to comply with the instructions for visitors. For details of the Foundation's confidentiality policy, see section 7 of these GCS.

#### 7. Personal data

For more information on the processing of Clients' personal data in the framework of providing our services, please consult the Privacy Policy: <a href="https://olympics.com/en/privacy-policy">https://olympics.com/en/privacy-policy</a>



## 8. Applicable law and jurisdiction

Swiss law is applicable. The UN Convention for the International Sale of Goods does not cover these GCS.

Any dispute will be heard exclusively by the competent courts in Lausanne, subject to the right of appeal to the Swiss Federal Tribunal.

Done in Lausanne, 31.05.2024