

Publishing

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TERMS OF USE

Scope of the terms of use

Access to and browsing on the website www.luma-arles.org (the “Site”) are governed by these terms of use (the “Terms of Use”).

You accordingly agree and fully acquaint with these Terms of Use prior to any use of the Site and to refer regularly to them prior to each visit in order to acquaint yourself with the latest version of the Terms of Use. If you do not accept all or part of these Terms of Use, please refrain from using the Site, or the services to which it gives access.

The Fonds de Dotation Luma/Arles reserves the right to amend the Terms of use at any time. In this case, the modified Terms of Use shall take effect from their online publication. Therefore we recommend that you regularly read the Terms of Use that will govern your access to and you use of the Site or of the services, if you access it and use them following a modification.

Liability

The information provided on the Site is for information purposes. The Fonds de Dotation Luma/Arles does its utmost guarantee the accuracy and updating of the information provided on this Site, of which it reserves the right to correct the content at any time and without prior notice. However, the Fonds de Dotation Luma/Arles cannot guarantee the accuracy, exhaustiveness and precision of information available on this Site. Accordingly, the user accepts to be liable for any use of such information.

Accordingly, the Fonds de Dotation Luma/Arles disclaims all liability for:

- any inaccuracy or omission regarding information available on the Site

- any damage resulting from fraudulent intrusion by a third party having caused modification to the information provided on the Site;

- And more generally for any indirect damage, irrespective of its cause, origin, type or consequences, particularly including costs that may be incurred as a result of the acquisition of goods proposed on the Site, losses of profits, of customers and/or data or any other loss of intangible assets that may occur as a result of access by anyone to the Site or inability to access it or the credit given to any information directly or indirectly provided by the Site.

Certain interactive services present on the Site or present on other sites and accessible via the Site require an access code and a password that are provided by the administrator of these services. The access codes and passwords are confidential, personal, non-assignable and non-transferable. The user is liable for managing and keeping his/her/its access codes and passwords under the terms defined in the general terms of use of these sites.

The user declares to accept the characteristics and limits of the internet and particularly confirm that he/she/it is aware of the nature of the internet network, particularly its technical performance.

Accordingly, the Fonds de Dotation Luma/Arles cannot be held liable on any basis whatsoever, and without this list being exhaustive, in case of use by a third part of your user name and of your passwords or in case of modification, suspension or shutdown of the Site as a result of your actions, of the insurmountable and unforeseeable actions of a third party or in case of force majeure.

The Fonds de Dotation Luma/Arles accepts no liability relating to inappropriate use of the services or of their contents.

Shutdown

Given that the Site is liable to be upgraded, the Fonds de Dotation Luma/Arles may be required to shut down the Site in case of maintenance, technological upgrades, malfunctions or the actions of third parties.

Prior notice shall be given of any shutting down of the Site via a warning featured on the home page or by any other means.

The Fonds de Dotation Luma/Arles shall take all reasonable measures to restore access as quickly as possible.

Links

The Site may include links to other websites or other internet sources. Insofar as the Fonds de Dotation Luma/Arles cannot control these sites and these external sources, the Fonds de Dotation Luma/Arles cannot be held liable for the provision of these sites and external sources, and cannot accept any liability regarding the content, advertisements, products, services or any other material available on or via these sites or external sources. Furthermore, the Fonds de Dotation Luma/Arles cannot be held liable for any proven or alleged damage or losses resulting from or relating to use or the fact of having trusted the content, goods or services available on these sites or external sources.

Intellectual property and cultural public sector information

1) The general structure of the website, as well as the software and databases, are the exclusive property of the Fonds de Dotation Luma/Arles. Any reproduction, representation, in whole or in part, use, adaptation, provision or modification by any process, any person and any means whatsoever (particularly sales, marketing, rental, etc.) without the express authorization of the institution, any authors or right holders is strictly prohibited and constitutes a violation of the French Intellectual Property Code.

2) The scientific, cultural and educational content (including, but not limited to, texts and audio recordings, audio-visual and multimedia documents) as well as the iconographic and photographic reproductions of works presented on the site with a signature or a © are protected under intellectual property law.

Of the cultural public sector information provided, only the photographs and texts that meet the conditions outlined below can be re-used under Article 11 of French law no. 78-753 dated 17 July 1978:

Photographs

Photographs credited © Fonds de Dotation LUMA/Arles are the exclusive property of the Fonds de Dotation LUMA/Arles and are used by the Fonds de Dotation Luma/Arles with the permission of their authors or rights holders.

Commercial and/or non-commercial re-use is subject to prior consent, provided the source and author are acknowledged.

For any commercial and/or editorial re-use of an image from the collections of the Fonds de Dotation LUMA/Arles or from the staging of exhibitions and other cultural events organized by the Fonds de Dotation Luma/Arles, please contact press@luma-arles.org

Written work

Rights to the thematic trail and artwork descriptions have been assigned to the Fonds de Dotation LUMA/Arles.

These writings may be re-used, provided they are not altered, their meaning is not distorted, and mention is made of their sources and the date of their last update.

Any commercial re-use is subject to the prior and express authorization of the Fonds de Dotation LUMA/Arles.

3) The trademarks of the Fonds de Dotation LUMA/Arles and its partners, as well as the logos shown on the site, are filed and registered with the INPI (French National Institute of Industrial Property) and are, as such, protected by industrial property law.

Any reproduction, in whole or in part, of these trademarks and/or logos made from elements of the website without the express permission of their owners is strictly prohibited and constitutes a violation of the French Intellectual Property Code.

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The informative and programming content on this website is administrative public sector information under Article 10 of French law no. 78-753 dated 17 July 1978. This information may be re-used, provided it is not altered, its meaning is not distorted, and mention is made of its sources and the date of its last update.

Rights to the administrative public sector information are not transferred to the re-user. The re-user benefits from a personal and non-exclusive right to re-use the administrative public sector information.

Any person re-using public sector information in violation of the abovementioned provisions is liable to a fine by the Commission on Access to Administrative Documents (CADA in French), an independent body responsible for ensuring the freedom of access to administrative documents.

Use of the Site by minors

If you are minor, you cannot use the Site without prior permission from the person(s) with parental authority over you and unless this(ese) person(s) with parental authority has(ve) accepted to vouch for your compliance with the Terms of Use. The registration forms to sign up for a service must be filled in by the person with the parental authority over you. Failing this, your sign-up cannot be valid.

In case of any use of the Site by a minor user, the person(s) with parental authority over the relevant user is(are) fully liable.

Personal data

The terms for the processing of your personal data in connection with your browsing on the Site are described in the Confidential Policy that we recommend you to read carefully.

Miscellaneous

If any one of the clauses whatsoever is found to be null and void, it shall be deemed nugatory but will not cause the other clauses to be annulled. If the Fonds de Dotation LUMA/Arles fails to exercise any one of the rights resulting from these Terms of Use, this does not constitute abandonment of its rights.

Governing law and jurisdiction

These Terms of Use are governed by French law.

Any dispute arising out regarding the interpretation and/or performance of the Terms of Use shall be subject to the competent courts of Paris, except in the event that this clause is deemed nugatory according to article 48 of the French civil procedure code.

CONFIDENTIAL POLICY

Protection of personal data

Your personal data may be collected when browsing this website.

Similarly, electronic messages sent to the Fonds de Dotation LUMA/Arles and electronic addresses used to send additional information are likely to be stored.

Pursuant to Articles 38, 39 and 40 of French law no. 78-17 dated 6 January 1978 relating to Information Technology, Files and Civil Liberties, you have the right, free of charge, to access, rectify, modify and oppose the data concerning you or a deceased person for whom you are the legal representative. You may exercise this right by writing to the editorial department at the address above.

Cookies

The user is informed that, when visiting the site, a cookie may be automatically installed within his or her browser software.

A cookie is a block of data that does not allow users to be identified, but serves only to record information on how they navigate the website.

The settings of the browser software can be set so as to indicate the presence of a cookie and even to refuse it, using the method described at the following address: www.cnil.fr.

Under the conditions indicated above, the user has the right to access, withdraw and modify the personal data provided by means of the cookie.

Hypertext links

The Fonds de Dotation LUMA/Arles website authorizes the use of hypertext links to its content as long as it does not lead to confusion as to the source of the services and/or content produced and/or held by the Fonds de Dotation LUMA/Arles and provided that:

- deep linking is not used, i.e. pages from the Fonds de Dotation LUMA/Arles website must not be embedded within pages on another site, but should be accessible with the opening of a new window.
- the source is mentioned when a hypertext link leads directly to the content.
- the information is used only for personal, associative or professional reasons; all use for commercial or advertising purposes is strictly prohibited.

Warning! This authorization does not apply to websites containing controversial, pornographic or xenophobic content or any other content that may, to a greater extent, be deemed offensive to the general public ; or to websites that interfere with the material and moral interests of the Fonds de Dotation LUMA/Arles.

For any other use, please write to us at the address above or send an e-mail to info@luma-arles.org

Protection of minors

Only adults are required to provide personal data on the website. Minors are formally prohibited from providing their personal data or that of their friends, as well as from signing up for online services without permissions from the person with the parental authority over them. Fonds de Dotation LUMA/Arles shall delete this data if it is aware of this fact. Persons with parental authority may also obtain access to the personal data of minors or delete their data in accordance with section "Protection of personal data" above.

Updating

This confidentiality policy is liable to be regularly updated based on regulatory modifications or changes to the website. Please therefore refer to it regularly when visiting the website.

TERMS OF SALE

The following terms of sale (hereafter referred to as the « Terms of Sale » apply to transactions between:

The Fonds de Dotation LUMA Arles

Non profit making private legal entity governed by law n° 2008-776 of 4 August 2008 and decree n°2009-158 of the 11 February 2009,

Whose head office is located at 7-9-11 rue de la République, 13200 Arles,

SIRET identification number: 80018597700025

Email: info@luma-arles.org

Website : www.luma-arles.org

Phone : 04.90.47.76.17

(Hereafter referred to as « LUMA/Arles »)

AND

Any physical person or legal entity purchasing or ordering from LUMA/Arles,

(Hereafter referred to as the « Client »)

The Client acknowledges that he/she has read these Terms of Sale before confirming his/her order. The confirmation of an order means that the client has accepted these Terms of Sale, with no exceptions.

LUMA/Arles reserves its rights to adapt or change these Terms of Sale at any time. If any change should be made, the Terms of Sale that are in force on the day the order was placed will apply.

I. DEFINITIONS

« order » : Means any contract between the Client and LUMA/Arles for the purpose of purchasing one or several services.

« client » : Designates any physical person or legal entity purchasing or ordering a service from LUMA/Arles.

« service »: Is a service in the sense of these General Terms of Sale of services offered by LUMA/Arles, in particular the sale of individual entrance tickets, session-based services, services at a predetermined date for groups, membership cards, such as those described in detail in these General Terms of Sale and sold at LUMA/Arles' box office, at the automatic machines or by correspondence (telephone, post or e-mail) and by on-line ticketing sites.

II. GENERAL TERMS THAT APPLY TO ALL SERVICES

2.1. rates

The prices of our tickets can be consulted on-line on our website <https://ticketing.luma-arles.org>

Special rates will be communicated directly to Clients who qualify for these rates upon demand. LUMA/Arles reserves its full right to request a valid document justifying reduced rates or free entrance at any time.

Prices are established in Euros and must be fully paid for the exact sum that represents the face value of the ticket purchased. Any incomplete settlement for amounts below that sum will not be accepted and may entail cancellation of the booking. .

Bank charges related to bank or postal transfers will be charged to the Client. Payments from foreign countries can only be made by credit card and will only be accepted in Euros.

The prices given are quoted all taxes included except for participation in the processing and shipping charges.

2.2. methods of payment accepted

2.1.1. Payments for individual entrance rights

Entrance rights purchased on line must be paid for by credit card.

At LUMA/Arles' box office, entrance rights can be paid for by credit card, cheque or cash.

2.1.2. Payments for group services

Group services must be paid for in advance (in compliance with the arrangements in article 3.2 of these General Terms of Sale) by bank transfer, credit card, and cheque or cash payment.

2.3. Validity of ENTRANCE RIGHTS

2.3.1. « Tickets known as thermal tickets »

« Thermal » tickets are material tickets purchased at LUMA/Arles' box office.

Each entry purchased has a corresponding ticket. Each ticket has a unique barcode that will be scanned at the entrance to the area in which the event takes place.

2.3.2. Tickets known as « e-tickets »

The Client can purchase these tickets from home and obtain them immediately on line.

A ticket known as an « e-ticket » can be printed at home on a normal domestic printer from our website.

To be valid, these tickets must either be presented on a Smartphone at the entrance to our premises or printed recto verso on a clean, blank sheet of white A4 paper without changing their original format.

Each ticket purchased corresponds to one entry. Each e-ticket has its own unique barcode.

The tickets are checked and recorded at the entrance using a barcode scanner. It is not possible to be admitted at the entrance several times with the same ticket.

The tickets must not be reproduced. Only the first person who presents the ticket will be admitted to participate in the event. This person is presumed to be the legitimate ticket holder. This is why the reproduction, duplication or counterfeiting of tickets is prohibited, whatever the method used; making a ticket available for duplication is also prohibited. We recommend that Clients keep their tickets in a safe place and use only the official sales circuit to purchase tickets

LUMA/Arles reserves its right to refuse entrance to the event if several print-outs, reproductions, copies or imitations of an electronic ticket are in circulation and if the access to an event has already been granted to the holder of a print-out, a reproduction or a copy or an imitation of the corresponding electronic ticket.

LUMA/Arles will not be held liable for checking the identity of the person who presents an electronic ticket to check whether that person is the true purchaser of the tickets, nor for checking the authenticity of the electronic ticket tickets because an imitation or copy cannot be identified as such without doubt when checked at the entrance to the event. If the holder of an electronic ticket is refused entry for this reason when his/her ticket is checked at the entrance, he/she will have no right to reimbursement of the price paid.

Ticket purchasers must take all the necessary measures to make sure that their password remains secret and is not used by unauthorized persons or for the purposes of committing an offence, (making sure in particular that tickets are not reproduced, duplicated or counterfeited in any way, or made available for this purpose).

LUMA/Arles declines any responsibility for anomalies that may occur during ordering, processing or printing electronic tickets at home as long as these were not caused intentionally or due to negligence, especially if electronic tickets are lost, stolen or used illegally.

If an event is cancelled, electronic tickets will be automatically reimbursed and credited to the purchaser's credit card. Tickets that are printed at home are automatically reimbursed by credit card to the card used to pay for the order on-line. Only the person who purchased the ticket, mentioned on the print-out, will have the right to be reimbursed, these tickets cannot be transferred to another person.

2.4. Duplicates

Duplicates will not be issued, even if tickets are lost or stolen.

Electronic print-outs (known as « e-tickets ») are continuously available on the website and can be purchased up to the date of the event, or, if they were purchased via LUMA/Arles website, they can be sent to the Client again on demand. No duplicates will be issued. You are reminded that only the first person to present the ticket will be admitted to the event. This person is presumed to be the legitimate ticket holder.

2.5. LOST OR STOLEN ENTRANCE TICKETS

LUMA/Arles declines any liability whatsoever if tickets are lost or stolen, including inside the premises of the site concerned.

2.6. fraudulent use

Duplicating and counterfeiting entrance tickets in any way whatsoever is strictly prohibited.

Any person who illegally reproduces an entrance ticket and/or uses a counterfeit ticket incurs the risk of being prosecuted.

LUMA/Arles refuses access to its site to any holder of a ticket that has already been scanned.

The re-sale of tickets at a price higher than that shown on the ticket is prohibited.

2.7. changes or cancellation by LUMA/Arles

LUMA/Arles reserves its full right to change the services it provides if all the conditions required to offer those originally planned are not fulfilled.

IF LUMA/Arles were to cancel the services shown on the ticket or on the booking form, the Client will be contacted as quickly as possible and informed of any possible rescheduling of the service concerned.

If the service cannot be provided at a later date the Client will be reimbursed. He/she must request reimbursement within a deadline of three months from the date of cancellation or exchange by presenting a valid ticket and his/her bank details (Bank Identity or credit/debit card number and expiry date), any other indemnity or payment of any sort whatsoever is excluded.

By e-mail : info@luma-arles.org

By post sent to:

Fonds de Dotation LUMA/Arles

Service Annulations

7-9-11 rue de la République

13200 Arles

2.8. REQUESTS FOR REIMBURSEMENT AND EXCHANGES

In compliance with article L 121-20-4 of the Consumer Code, the sale of entrance fees to a museum or any services related to such entrance is considered as supplying leisure services and does not give rise to a right of withdrawal.

According to the terms of article L. 121-21-8 and L 121-20-4 of the Consumer Code, you are also expressly reminded that the Client cannot use his/her right of withdrawal for leisure services which are to be supplied at a given date or at a series of predetermined dates (category that spectacles/entertainment belong to).

Thus, once entrance fees are purchased, they are not reimbursable and will not be taken back or exchanged, except if LUMA/Arles cancels the event that the ticket opens the right to, according to the terms defined below.

Exchange or reimbursement is, however, excluded when the cancellation is the result of an Act of God as defined in these General Terms of Sale.

The organiser, the broadcaster or the producer reserve their rights to change the programme or the programme and cast of the event, neither of which can be guaranteed.

2.9. liability

LUMA/Arles will in no case be held liable for any failure to carry out services or for providing bad services to which the entrance fees gave the right, which result from the Client's actions, or be due to the unforeseeable, insurmountable action of a third party, or to an of Act of God as defined in these General Terms of Sale.

2.10. act of god

The Client and LUMA/Arles will not be held liable for non-execution due to any insurmountable impediment considered as an act of God in the case-law and by the French courts.

2.11. complaints

All complaints must be made in writing and sent to LUMA/Arles by registered letter with recorded delivery at the following address:

Fonds de Dotation LUMA/Arles

Service Réclamations

7-9-11 rue de la République

13200 Arles

With regard to deadlines, the postmark will be considered as binding proof.

For tickets for events that are not produced by LUMA/Arles please read the general terms of sale of this event or of the producer of the event.

2.12. Protection of personal data – right of access to the file

All the nominative information we request from our Clients is essential to process the orders and to publish the entrance fees and invoices.

All the personal data collected is processed by LUMA/Arles in compliance with the legal arrangements concerning the protection of personal data stipulated in Law n°78-17 of the 6 January 1978, known as the law on «Information Systems and Freedom »:

- The Client is informed that the authorized processing of this information has been reported to the CNIL.

- The Client has a right of access at all times and can change, correct or delete any personal data in our files. Clients can exert their right to do so by sending a letter to LUMA/Arles accompanied by proof of identity (photocopy of ID card or passport) at the following address :

By post :

Fonds de Dotation LUMA/Arles

Service CNIL

7-9-11 rue de la République

13200 Arles

By mail : info@luma-arles.org

The Client in question can give his/her consent to receive newsletters and information concerning current events and exhibitions and promotional offers published by LUMA/Arles.

To do so, all the Client needs to do is tick the relevant box. After having done this, he/she will be able to unsubscribe from LUMA/Arles' files at any time in compliance with the current regulations:

- By clicking on the « unsubscribe » hyperlink located at the foot of the newsletter page or the e-mail.

- Or by sending an e-mail to the following address : info@luma-arles.org

2.13. SETTLING LITIGATION

French Law applies to these General Terms of Sale, and any order placed by the Client.

The client is informed that he/she can resort to a conventional mediation procedure or any other alternative method to resolve a dispute, should one occur.

2.14. SECURITY CHECKS AND SAFETY ON SITE

The Clients expressly make a commitment to submit to any measures or security checks designed to ensure the safety of persons or property inside LUMA/Arles' entertainment and exhibition halls.

For this purpose, searches may be made at the check-points at the entrance and the Client must be prepared to cooperate.

The Client must at all times be capable of presenting his/her ticket to the representatives of LUMA/Arles.

Except for special cases (authorised by LUMA/Arles and for which the Client will be given on demand a token that can be used to leave the site and re-enter it, used exclusively with the original ticket purchased), leaving LUMA/Arles' site is considered as final and puts an end to the contractual relationship.

LUMA/Arles' reserves full rights to refuse access to the site and the theatre/concert hall* to any person who has acquired a ticket illicitly.

2.15. Photographs and recordings

In compliance with the arrangement made in the laws on intellectual property (literature arts and images), tickets do not give the Clients any right to record the event/spectacle* for any reason whatsoever, whatever the technology used.

Any recording, however it is made, including by photography, is strictly prohibited.

LUMA/Arles and/or the organiser of the event reserve their rights to confiscate and keep any technical media that have used to make recordings and ask for damages to repair the prejudice caused.

Any spectacle/exhibition/event may be video-recorded, or broadcast on television or any other means of broadcasting. In such cases the Client will be advised of this by signage displayed before the spectators gain access to the theatre/concert hall*.

2.16. car park

Except for other arrangements specifically stipulated on the entrance rights, these rights do not include access to the car park.

***III. TERMS THAT ARE SPECIFIC TO CERTAIN SERVICES ***

3.1. TERMS THAT ARE SPECIFIC TO INDIVIDUAL ENTRANCE TICKETS

These General Terms of Sale apply to the sale of individual entries and services for sessions purchased at LUMA/Arles' booking office and on their internet ticketing site:

[//ticketing.luma-arles.com](http://ticketing.luma-arles.com)

3.1.2. Characteristics of individual entrance tickets and session-based services

« Exhibition » entrance tickets

This type of entrance ticket is valid for the day selected and for a single entrance per area. It gives the right of access to the exhibitions.

Leaving the area is considered as final.

« Spectacles and events » entrance tickets

An entrance ticket to a spectacle, a concert or any other event designed for an individual audience gives the right of entrance to the area concerned.

The sale of entrance tickets to session-based events will be processed according to the number of entries allocated to each offer.

Leaving the area in which the event is organised is considered as final.

« Guided tours of exhibitions »

The « Guided tours of exhibitions » entrance tickets give access to the area in which the relevant exhibition is organised.

The entrance tickets for « Exhibition » guided tours are accessible on-line or at LUMA/Arles' box office.

The Groups are made up by LUMA/Arles with no more than 25 people in each group. A guided tour lasts between 1h15 min and 1h 30 min.

« Maison du Chantier » guided tour

Entrance tickets to « Maison du Chantier » guided tours give access to the event concerned.

Maison du Chantier guided tours are free of charge.

They can be booked on-line or at LUMA/Arles' box offices, according to availability on the basis of a schedule offered by LUMA/Arles.

The groups will be made up by LUMA/Arles with no more than 15 people maximum in each group. A guided tour lasts between 1h 15 min and 1H 30min.

3.1.3. How to purchase

Entrance tickets available for sale on line :

- « Exhibition » tickets
- « Maison du Chantier » guided tour tickets
- « Guided tour of the exhibition tickets
- « Spectacle and events » tickets
- « Spectacle, exhibition and restaurant » combined offer tickets
- Spectacle and restaurant » combined offer tickets
- « Spectacle and exhibition” combined offer tickets

Entrance fees can be printed out as soon as the confirmation is received by e-mail. A hyperlink is also sent by E-mail so that the Client can print out his/her entrance rights or exchange voucher later.

Entry rights available for sale on-line :

- « Exhibition » ticket
- « Maison du Chantier » guided tour ticket
- « Exhibition » guided tour ticket
- « Spectacle and events » ticket
- « Exhibition, spectacle and restaurant » combined offer ticket
- « Spectacle and restaurant » combined offer ticket

Entrance fees available only by e-mail booking at the following address:
maisonduchantier@luma-arles.org

- Lump sum fees for « guided tour services » for groups

3.1.4. Price and means of payment

The cost of individual entry fees or of session-based services (face value) is given in Euros, all taxes and management fees included.

The rates and rights to reductions or free entry are in the appendix to these General Terms of Sale.

LUMA/Arles reserves its full right to change the price of individual entrance fees and session-based services at any time. However, these changes will not affect the prices of orders that have already been paid.

Any method of payment that is not stipulated in these General Terms of Sale will be refused by LUMA/Arles. The methods of payment that are accepted are listed in the appendix to these General Terms of Sale. Entrance fees that can be purchased on-line are sold at the full rate and valid only for the day selected. A reduced rate ticket can only be obtained at LUMA/Arles' box office, upon presentation of the relevant justification. By purchasing a ticket on line the Client thus declines any other reduction or free entrance that he/she may have a right to for that visit.

3.1.5. Obtaining entrance tickets

According to the channel through which they were ordered, entrance tickets can be:

- Printed out by the Client or made accessible on a mobile phone via his/her personal space as soon as payment for the order has accepted if purchased on a website; or
- Delivered at LUMA/Arles' box office when purchased on the premises.

3.1.6. Terms of use of entrance tickets

All tickets will systematically be checked at the entrance to the site. This consists in scanning the barcode on the ticket.

Tickets are personal and cannot be sold to a third party. All tickets must be kept until the end of the visit and may be checked at any time.

For entrance tickets printed out by the Client, only those printed on blank sheets of white A4 paper with readable text and barcodes will be accepted. Any ticket that is only partly printed out, soiled, otherwise damaged or unreadable will be rejected.

Any free entrance or ticket at a reduced rate must be presented with a document justifying these special rates and a readable barcode.

The ticket is only valid for the visit and the period it was ordered for.

In the case of non-compliance with one of the terms of this article, LUMA/Arles reserves its full right to refuse access to the visit or event concerned.

3.1.6. Terms of cancellation

In compliance with article L 121-20-4 of the Consumer code the sale of entrance fees to a museum or services related to this entrance is considered to be a leisure service and does not give rise to a right of withdrawal

Once purchased, entrance rights will not be reimbursed, taken back or exchanged, except if LUMA/Arles cancels the event to which the ticket purchased gave right of entry, on the terms defined below.

However, exchange and reimbursement will be excluded if the cancellation results from an Act of God as defined in these General Terms of Sale.

3.2. specific terms that apply to the sale of group services

These General Terms of Sale apply to services on predetermined dates for groups that have been booked by E-mail at the following address: maisonduchantier@luma-arles.org.

These services are booked according to the quota available for each offer.

3.2.1. Characteristics of services at predetermined dates for made-up groups

Guided tours

There are 2 guided tour circuits set out by a cultural mediator who works for LUMA/Arles:

- Guided tour of the Maison du Chantier
- Guided tour of LUMA/Arles' exhibitions

The guided tours are proposed in several (two??) languages, as long as they are available and according to the number of places available: French, English.

A group can be made up of between 10 and 25 people.

A guided tour lasts between 1H 15 min and 1H 30 min.

Guided tours must be booked and can only be reserved by E-mail at the following address: maisonduchantier@luma-arles.org. They must be booked at least two (2) weeks before the date of the service.

Unless a prior written agreement has been made with LUMA/Arles, the Client will pay for the visit in advance (at least 3 days beforehand) to confirm it. If payment is not received the booking will be cancelled. Once a Client has paid for a guided tour he/she will obtain confirmation of the booking by E-mail.

The price of a guided tour with a lecturer is established on the basis of a lump sum which includes the rights of entrance for each member of the group, plus booking costs and the lecturer's fees for the whole group.

Group tours without a guide

Group tours without a guide are only offered for LUMA/Arles' exhibitions...

The number of people that make up a group can vary, ranging from 10 to 25 people.

A group tour last between 1h15 min and 1h30 min.

These group tours must be requested and booked in advance and this can only be done by E-mail at the following address: maisonduchantier@luma-arles.org. They must be booked at least two (2) weeks before the date the service is provided.

Unless there has been a prior written agreement to the contrary with LUMA/Arles, the Client must pay for the group tour before it takes place (at least 3 days before the event) to confirm it. If it is not paid for, the booking will be cancelled. Once the group tour is paid for the Client will obtain confirmation of the booking by E-mail and be able to download the ticket (via a hyperlink in his/her personal space) or receive it by post.

These group tours must be booked in advance and this can only be done by E-mail at the following address: maisonduchantier@luma-arles.org. They must be booked at least two (2) weeks before the date the service is provided.

Unless there has been a prior written agreement to the contrary with LUMA/Arles, the Client must pay for the group tour before it takes place (at least 3 days before the event) to confirm it. If it is not paid for, the booking will be cancelled. Once the guided tour is paid for the Client will obtain confirmation of the booking by E-mail and be able to download the ticket.

The price of a group tour is established on the basis of a lump sum which includes the rights of entrance for each member of the group and booking costs for the whole group.

3.2.2. Price and means of payment

The prices (face value) of services for these group tours are given in Euros, all taxes and management fees included. The rates and rights to reduced rates are in the appendix to these General Terms of Sale.

LUMA/Arles reserves its full right to change the price of services booked on predetermined dates for

group tours at all times. However these changes will have no effect on the prices of orders that have already been paid.

Any means of payment that is not provided for in these General Terms of Sale will be refused by LUMA/Arles. The means of payment accepted are attached in the appendix to these General Terms of Sale.

Any order for made-up groups must be paid for in Euros, wherever it originated.

Any service for made-up groups on predetermined dates must be paid for in advance, at least 21 days before the service for guided tours with a lecturer and at least 7 days before for services without a lecturer.

If no payment has been received at these dates the options will automatically be cancelled.

3.2.3. Confirmation of order

Orders for group tour services at predetermined dates will only be finally confirmed and commit LUMA/Arles once payment has been received.

3.2.4. Terms of use

Tickets will be sent to the Client before the event, as soon as LUMA/Arles has received payment. Tickets represent the Client's entrance rights and must be presented on the day of the event to be checked by LUMA/Arles. Entrance to the area in which the event is to take place may be refused to any group that is not able to present a ticket.

LUMA/Arles reserves its full right to check the identity of the member(s) of the group who purchased a service on a predetermined date for a group of people at a reduced rate or free of charge by requesting a valid identity document or other justification.

The entrance right (ticket) must be kept until the end of the visit and can be checked at any time during the visit.

Group services are conducted by a person in charge of the group who promises to make sure that all the members of the group observe the rules and are properly disciplined. Visitors in groups must in no case be a nuisance to the other visitors. If there are any times during which the group has to wait inside the museum, it must do so quietly.

The number of people in each group must not exceed the number of people shown on the booking confirmation.

If the group is not made aware of any one of the terms described above, LUMA/Arles reserves its full right to refuse access to the event.

3.2.5. Cancellation and exchange of group services

Late arrival of groups « with a cultural mediator »

If the group arrives late, LUMA/Arles will shorten the service by a duration equivalent to this late arrival. The tour will thus be incomplete and will end at the originally planned time. If the group arrives more than 20 minutes late in relation to the time indicated on the group ticket (when the person in charge of the group presented at the group reception desk) LUMA/Arles reserves its full right to not provide the service and the Client will not be reimbursed for the amounts paid.

If LUMA/Arles' cultural mediator arrives over 20 minutes late, the group will be allowed to have access to the selected exhibition area and a new slot for the guided tour will be offered free of charge.

Cancellation of « group tours without a guide » and « cultural mediator guided tours ».

If payment has not been received at least 3 days before the guided tour is to take place, LUMA/Arles reserves its full right to cancel the service automatically and, if this applies, the cultural mediator's services also.

LUMA/Arles does not reimburse a prepaid guided tour with or without a cultural mediator cancelled by a Client.

Changes in « group tours without a guide » and those with the «cultural mediator»

Before LUMA/Arles has received payment, the Client will be able to change the date of a guided tour (according to availability) and the size of the group.

Once payment has been received no changes (size of group, date etc.) will be accepted for that booking. The Client's cancellation of a guided tour after payment will not give rise to any form of reimbursement.

3.3. Conditions that are specific to spectacles

3.3.1. Taking back, reimbursing and changing tickets

Tickets are not reimbursed nor taken back; they are valid only for the performance they were issued for.

You are expressly reminded that according to the terms of article L. 121-21-8 of the Consumer Code, the Client has no right of withdrawal concerning leisure services which are supplied on a given date or at predetermined intervals (which is the category into which spectacles fall).

They will therefore not be reimbursed whatever the case and are always designated as non-reimbursable in the description of the offer the Client can consult before the sale is concluded.

The organiser, the broadcaster or the producer reserve their right to make changes to the programme and the cast of the spectacle, which are not guaranteed.

3.3.2. Spectacle times

The spectacle starts at the time given on the tickets. Only the time shown on the ticket is guaranteed and valid. No reimbursement will be given to Clients who arrive late.

Numbered seats are guaranteed only until the curtains open at the beginning of the spectacle

The doors to the theatre/concert hall* will be closed as soon as the spectacle starts and out of respect for the audience and the performing artists, placement in numbered seats can only be guaranteed until the curtains open. No reimbursement or exchange will be accepted for late arrival, the time of the beginning of the spectacle is clearly announced when the tickets are purchased and shown on them.

3.3.3. Cancellation

Clients are invited to check that the performance they have booked will take place and that there has been no change 24 hours beforehand. They can check on this on LUMA/Arles' website.

3.3.4. Liability

LUMA/Arles declines any liability for damage of any nature whatsoever that may directly or indirectly affect the belongings, objects or equipment brought along by the spectators that

have not been deposited in the cloakroom; the cloakroom is managed according to the general terms on which a cloakroom is usually run.

LUMA/Arles declines any liability if tickets have been purchased elsewhere than in approved points of sale and is not in any way committed by such sales. Only points of sale that issue tickets are authorised points of sale, those that issue tokens are not. It is the Client's duty to check this out before purchasing.

The resale of a ticket at a price that is higher than that shown on the ticket is strictly prohibited.

LUMA/Arles cannot be held liable for:

- cancellation or re-scheduling of a spectacle
- the contents of the spectacle
- the cast of performing artists
- any change in the programme
- any changes in the times of performances

when they are not the producers of the event.

We strongly advise you to avoid moving around during the spectacle, if an accident were to occur LUMA/Arles will not be held responsible.

Clients will be held liable for any direct or indirect damage they may cause during their presence on LUMA/Arles' premises.

The Client will be held liable for any direct or indirect damage that he/she may cause during his/her presence on LUMA/Arles's premises and will answer charges in either the magistrate's court or the criminal court.

3.4. TERMS THAT ARE SPECIFIC TO THE SALE OF TICKETS FOR GROUPED SERVICES

These General Terms of Sale apply to the sale of individual entrance tickets for grouped services purchased at LUMA/Arles' box office and on their ticketing Website:
[//ticketing.luma-arles.com](http://ticketing.luma-arles.com).

3.4.1. Characteristics of group services

As a temporary offer, LUMA/Arles may propose several combined package-offers for several services on the same day.

Bookings will be taken according to the quota allocated to these offers.

« Spectacle, exhibition and restaurant packaged offer » Ticket

This combined offer includes the entrance to an exhibition and a spectacle plus dinner in the restaurant, le Réfectoire (starter, main course, coffee and mini-deserts – beverage)

Spectacle and restaurant packaged offer » Ticket

This combined offer includes the entrance to a spectacle and dinner in the restaurant, le Réfectoire (starter, main course, coffee and mini-deserts – beverage)

«Spectacle and exhibition packaged offer » Ticket

This combined offer includes entrance to an exhibition and a spectacle.

3.4.2. Price and means of payment

The prices (face value) of packaged offers for groups are given in Euros, all taxes and management fees included. The rates and rights to reduced rates or free entrance are in the appendix to these General Terms of Sale.

LUMA/Arles reserves its full right to change the price of packaged services at any time. However, these changes will have no effect on orders that have already been paid for.

Any method of payment not provided for in these General Terms of Sale will not be accepted by LUMA/Arles. Those accepted are in the appendix to these General Terms of Sale. Any order for packaged services is payable in Euros, wherever it originated.

3.4.3. Terms of use

Tickets are entrance rights and must be presented at LUMA/Arles's checkpoints when Clients visit. Services can be refused to any person who cannot present a ticket.

The entrance right (ticket) must be kept until the end of the services and can be checked at any time

3.4.3. Cancellations

Any entrance right that is purchased is not reimbursable and will not be taken back or exchanged, except if LUMA/Arles cancels the service that the ticket gives the right to, according to the terms defined in these General Terms of Sale.

However, exchange or reimbursement is excluded if the cancellation is the result of an Act of God as defined in these General Terms of Sale.