

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 TOM Shop and the TOM Café.
- **"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 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.
- **"Product"** means a merchandise/consumer item sold by the Foundation on its website.
- **"Website"** means the website with the following URL
address: <https://www.olympics.com/museum>

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

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 or Products to the Client, and (ii) the Client agrees to purchase one or more Tickets, Gift Vouchers or Products 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" tab.

These GCS are in force as of 01.03.2021.

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 : <https://www.six-payment-services.com/en/home/learn-more/payment-security.html>

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 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 or exchanged.

4.3. Use of Ticket by the Client

Each Ticket is valid for 365 days from the purchase date. This 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.

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 8 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 : <https://www.six-payment-services.com/en/home/learn-more/payment-security.html>

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.

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.

The Gift Voucher may be used at The Olympic Museum to buy entrance Tickets for The Museum and/or products from the TOM Shop and/or the TOM Café.

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.

Gift Vouchers may not be reimbursed or resold.

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

6. Products

6.1. Conclusion of sale

The sale between the Foundation and the Client is concluded when the Client has paid the Order and the Foundation has confirmed the sale by email. The profits and risks of the Order are then transferred to the Client upon conclusion of the sale.

Until the Order is delivered, the Foundation reserves the right to cancel the Order without explanation. The amount paid by the Client will then be reimbursed as soon as possible.

6.2. Prices

For Switzerland, all Prices are given in Swiss francs (CHF), including all taxes but excluding postage costs.

It is understood between the Foundation and the Client that payments shall be made exclusively in Swiss francs. For Clients whose payment currency is not the Swiss franc, the conversion from their payment currency will be at the exchange rate applicable on the day of the Order chosen by the payment service provider.

For Orders delivered outside Switzerland, the Client is informed that Prices may be subject to the taxes and customs duties applied when the Product is delivered.

Such taxes and customs duties will be borne by and are the sole responsibility of the Client. The Foundation is not able to check and inform the Client of the amount of such taxes and customs duties. The Foundation therefore invites the Client to contact the competent authorities of the country of delivery in order to ascertain the respective amounts.

6.3. Product availability

The Foundation accepts all Orders subject to the available stocks. The availability of each Product is stated on the Website for information purposes.

If the Product is not available, despite what is stated on the Website, the Foundation will cancel the Order and reimburse the amount paid as soon as possible.

6.4. Payment

The payment is validated when 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 : <https://www.six-payment-services.com/en/home/learn-more/payment-security.html>

The Foundation takes payment for the Order as soon as the Order validation is registered.

6.5. Retention of ownership

Each Product remains the property of the Foundation until it has received full payment of the Price.

6.6. Dispatch and delivery

The Client is invited to consult their client account at <http://www.eshop.olympic.org>, "My orders", to find the tracking number of their Order, and to check the delivery status on: <http://www.ups.com>.

No delay in delivery will give rise to any cancellation of the Order or claim for damages by the Client.

If the Client's details are incorrect, the Foundation will not be liable in the event that delivery is not possible.

The data recorded by the Foundation's computer system serves as proof of all the transactions between the Foundation and the Client.

6.7. Obligations of the Client – Receipt of the Order

Upon receiving the Order, the Client must immediately check the condition of the Product delivered.

In the event of any anomalies observed at the time of delivery, the Client must: keep the package and the Product concerned in the exact condition in which they were received; immediately inform the shipping company of any objections and comments concerning the condition of the Product as delivered; and keep a copy of the delivery slip on which such comments are recorded.

If a Product is defective at the time of delivery, the Client may assert their right to reimbursement in accordance with section 6.8.2 below.

6.8. Rights of the Client

6.8.1. General right of return for Products

The Client has seven (7) working days after receiving the Product to return it to the Foundation without explanation and without penalty.

The Client must inform the Foundation at the following address: Fondation Olympique pour la Culture et le Patrimoine, Quai d'Ouchy 1, 1006 Lausanne.

6.8.2 Rights in the event of Products that are defective or damaged in transport

In the event of any defect in the manufacturing of the Product or damage due to transport, the Client may claim reimbursement of the Price and the delivery costs, provided that all the following conditions are fulfilled:

1. The Foundation must be informed of the damage/defect within three (3) days of this being discovered, it being understood that the Client must carefully check the Product upon receipt. For defects and damage due to transport, no claim will be accepted more than three (3) days after delivery of the Product.
2. Any claim must be sent in writing (in French or English) by email to shop_museum@olympic.org, and must include the following information:

- Order number
- Number of items returned
- Delivery date
- Product reference
- Reason for return
- A copy of all correspondence with the customer service section.

For defects noted upon delivery or due to transport, the Client must also provide a copy of the delivery slip and the observations recorded on it concerning the defects noted.

The Client must keep the defective or damaged Product in the exact condition in which it was received, and return it in accordance with the instructions given by the Foundation.

The Client may not ask for the Product to be exchanged or repaired.

If a defective Product causes physical and/or material injury to the Client, the Swiss Product Liability Act (LRFP) is applicable with regard to possible compensation by the manufacturer within the meaning of article 2 of the LRFP. In the event of such physical and/or material injury, the Client undertakes to contact the manufacturer of the defective Product and assert their rights.

6.9. Procedure for returning Products

Any Product returned must be sent back in accordance with the instructions given by the Foundation.

The Foundation will examine the returned Product in order to determine whether the conditions for reimbursement are fulfilled.

The Foundation invites the Client to carefully conserve the receipt issued by the shipping company when the Product is returned. If the parcel is lost, no reimbursement will be made without such proof of sending.

6.10. Reimbursement

If the conditions for reimbursement are fulfilled, the Foundation will reimburse the Client with the amount of the Product in question and the related transport costs as soon as possible. If the conditions are not fulfilled, the Foundation will return the Product in question to the Client at the Client's expense.

6.11. Guarantee and liability

The Client benefits from the provisions of Swiss law (Code of Obligations) concerning product guarantees.

The Foundation will not be held liable in the event that a Product does not comply with the legislation of the country of delivery.

The Foundation may be held liable only if it is in breach of its contractual obligations as set forth in these GCS. The Foundation will not be liable for any breach due to *force majeure*.

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 : <https://olympics.com/en/privacy-policy>

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, 15.02.2021