

GENERAL TERMS AND CONDITIONS OF SALE (excerpts)
Musée Grévin S.A

The present Terms and Conditions of Sale define the general conditions arising out of Articles R 211-5 to R 211-13 of the *Code du Tourisme* (law on tourism) regulating the organisation and sale of travel or accommodation, insofar as they are applicable to the present document.

Musée Grévin SA, registered with RCS, Paris, number 552 067 811, located 10 Boulevard Montmartre 75009 PARIS, is the owner and operator of premises for family recreational and leisure activities, under the name of « *Musée Grévin* », Tourist certification ref.: HA 075 08 0001.

The present terms and conditions apply to contractual relations between the client and *Musée Grévin SA* regarding the reservation of admission rights to its recreational premises and the provision of related services such as those described in the brochure or in various other communications media.

It is agreed that *Musée Grévin SA* will be the client's sole respondent in the event of any claim regarding the interpretation or the implementation of these terms and conditions. In this respect, *Musée Grévin SA's* liability will not extend to cases where obligations generated by these terms and conditions could not be fulfilled by reason of fortuitous occurrences, Act of God or *force majeure*, or caused by a person or persons unconnected with the organisation, the visit or the services provided on that occasion.

The reservation or the order for ticketing and services presume acceptance of *Musée Grévin SA's* General Terms and Conditions, which are made known to the client on the back page of invoices issued by the *Service Réservations* of *Musée Grévin SA*, (*Musée Grévin SA* Reservations Office) applicable on the day of the above reservation or order, unless otherwise specified. In particular, it is expressly stated that information contained in the *Musée Grévin SA's* brochure may be subject to modification during the course of a season and that such modification, prior to confirmation of the reservation, will be made known to the client, with the exception of modifications relating to shows, attractions, shops, events, restaurants and other accessory services, which may be closed, modified, delayed or cancelled without notice.

The purpose of the present General Terms and Conditions is to acquaint the client with a description of the recreational premises and related services proposed by *Musée Grévin SA*, in particular price, conditions of payment, and conditions governing cancellation and modification of the contract.

The present conditions may be modified in the event of certain product promotions or at certain times of the year, promotions for which special conditions of sale will be made known in the brochure or by a document published specially for the occasion.

Prices include the right of access to *Musée Grévin SA* premises for (1) one day; they are not inclusive of any other personal expenditure.

I.1.1 – Dated and undated individual ticketing

Purchases of less than 20 entrance tickets will be made exclusively, either at the *Musée Grévin SA* ticket booths, or through the Internet at the following website: www.grevin.com, or from third parties with whom *Musée Grévin SA* has signed a distribution agreement.

Unless otherwise specified at the time of purchase, undated entrance tickets are valid for the current *Musée Grévin* season during which the entrance tickets were bought.

I.1.2 – Children (all ticketing)

Children under age 6 (individually) are admitted free of charge to *Musée Grévin* recreational premises.

Children's prices are applicable to children aged 6 to 14 inclusive. The age taken into consideration as regards applying these prices is the age of the child concerned on the first day of visit. Written proof of the child's date of birth may be requested. Unless documents as requested can be shown, the price for adults will be applicable.

For groups of children (20 children) under age 6, the price for schools will be on offer.

I.1.3 – Dated group ticketing

Dated ticketing prices for groups are applicable for all purchases of entrance tickets to *Musée Grévin* recreational premises, for groups of no less than 20 paying visitors (counting both children and adults), for a given date.

Dated ticketing prices for school groups are applicable to all purchases of entrance tickets to *Musée Grévin* recreational premises for groups composed of no less than 20 paying children, for a given date.

I.1.4 - Undated group ticketing

Undated ticketing prices for groups are applicable for all purchases of entrance tickets to *Musée Grévin* recreational premises, for groups of no less than 20 paying visitors (counting both children and adults). These are undated entrance tickets, valid for two consecutive seasons, including the current season at the time of purchase. They may be used individually.

I.2 – Reservation conditions applicable to group ticketing

I.2.1 - Reservation conditions applicable to dated group ticketing

Reservations must be made no less than three (3) weeks before the date of the group's visit to *Musée Grévin*. To be registered, the reservation must be confirmed in writing, issued as a pro forma invoice, substituting as a contract, by the *Musée Grévin SA* Reservations Office, or any other legal or natural person designated by *Musée Grévin SA* to register reservations on its behalf and in its name.

All group reservations must specify the number of visitors (adults and children age 6 to 14 inclusive) and products, packaged or otherwise.

Reservations will only be finally registered by *Musée Grévin SA* once a minimum down payment of forty per cent (40%) of the total amount owed for the reservation has been paid. The balance is payable on the date of the visit at the latest.

For advance deliveries of dated tickets, one hundred per cent (100%) of the total amount owed for the reservation is to be paid at the latest 21 days prior to the visit.

Tickets are then sent by registered post with acknowledgement of receipt or, upon request, via Chronopost, together with the invoice. The client will pay for

**I - COMMON CONDITIONS APPLICABLE TO
RESERVATION AND PURCHASE OF ADMISSION
DOCUMENTS TO MUSEE GREVIN RECREATIONAL
PREMISES**

I.1 - Prices

Prices referred to in the present document are stated in Euros. *Musée Grévin SA* may revise them at any time.

the cost of delivery at the price applicable on the date of delivery.

I.2.2 – Reservation conditions applicable to undated group ticketing

Purchases of no less than 20 undated group tickets shall be made by mail, together with payment for the total amount of the order. Tickets are then sent, by registered post with acknowledgement of receipt or, upon request, via Chronopost, together with the invoice. The client will pay for the cost of delivery at the price applicable on the date of delivery.

I.3 – Modification or Cancellation

I.3.1 – Modification ascribable to the client

Requests for modification to a reservation shall be made in writing. By explicit agreement, modifications accepted are those which were the subject of written approval by the *Musée Grévin SA* Reservations Office.

Conditions of payment are those applicable to the reservation, updated if required.

Down payments made to *Musée Grévin SA* before the date of the request for modification are the property of *Musée Grévin SA* and can only give rise to reimbursement within the meaning of the clauses below contained in "Conditions of Cancellation".

Should a reservation modification, duly accepted by the *Musée Grévin SA* Reservations Office, generate a price increase, the amount in excess will be directly incorporated in the invoice issued by the *Musée Grévin SA* Reservations Office.

Should a request be made to modify the date planned for dated ticketing, which has already been invoiced, *Musée Grévin SA* will claim 30 Euros, inclusive of tax, for handling costs. The amount will be directly incorporated in the invoice issued by the *Musée Grévin SA* Reservations Office. Should a modification to the date, duly accepted by the *Musée Grévin SA* Reservations Office, generate a price adjustment, the invoice will also reflect that adjustment.

I.3.2 – Conditions for cancellation relating to dated group ticketing

• Total group cancellation.

Total group cancellations must be notified at the earliest opportunity, in writing to the *Musée Grévin SA* Reservations Office and, in any event, prior to the date scheduled for the visit.

• Partial group cancellation.

Should the number of participants in a group be reduced to less than the minimum number required for the category of dated tickets on order, *Musée Grévin SA* will invoice the tickets ordered by the client at the price applicable to the actual number of participants. Thus, if the number of participants is reduced to less than 20 paying participants, tickets will be invoiced to the client at the normal price for undated individual tickets.

• Reimbursement or Credit Note.

Dated group tickets which are not used following a partial cancellation, are reimbursed to the client on the condition that they are returned to *Musée Grévin SA*, within 15 days following their scheduled date, by registered post with acknowledgement of receipt addressed to the *Musée Grévin SA* Reservations Office.

Dated group tickets which are returned following total cancellation will give rise to a Credit Note, providing they are returned to *Musée Grévin SA*, by registered post with acknowledgement of receipt, addressed to the *Musée Grévin SA* Reservations Office, but with the deduction of a fixed

amount of 30 Euros, inclusive of tax, for handling costs. The Credit Note will be valid for the twelve (12) months following the date it was issued. Credit Notes are not reimbursable, regardless of circumstances.

I.3.3 – Conditions for cancellation relating to undated group ticketing

Undated group tickets are valid for two consecutive seasons. They are not reimbursable, regardless of circumstances.

I.3.4 – Conditions for cancellation relating to undated individual ticketing

Undated individual tickets are valid for one season. They are not reimbursable, regardless of circumstances.

I.4 - Conditions of payment

Final invoices issued by *Musée Grévin SA* are payable on their date of issue.

For dated ticketing, not sent in advance to the client, the balance is payable on arrival at the *Musée Grévin* ticket booths on the date of the visit.

For legal persons subject to public law, payment is made on the basis of commitment to do so as evidenced by the purchase order sent by the client to the *Musée Grévin SA* Reservations Office. The invoice shall be settled within 45 days following its date of issue and, in any event, at the latest on the date of the visit.

II - COMMON PROVISIONS

II.1 – Overdue payment

As penalty for overdue payment, the total invoiced amount will be augmented by the addition of three (3) times the legal rate of interest per day overdue.

II.2 - Intellectual property rights

Clients acquire no property rights or rights to use, nor are they authorised to use designations, signs, emblems, logos, brand names, copyright or any other signs or literary, artistic or industrial property rights belonging to *Musée Grévin SA*.

II.3 - Act of God or force majeure

The *Musée Grévin SA* Management retains the right to cancel all reservations should Acts of God (force majeure) or fortuitous events dictate such action, and in particular in the event of occurrences in the following non-exhaustive list: strikes, fire, damage due to flooding, impossibility of access, epidemics, official instructions, etc. In such an event, *Musée Grévin SA* may propose another date for the visit to the *Musée Grévin* premises.

II.4 - Insurance

Musée Grévin SA is the holder of a policy for professional civil liability underwritten by GAN EUROUCOURTAGE, policy number 86.351.239 (Tour Gan Eurocourtage – 4/6 Avenue d'Alsace – 92033 La Défense Cédex). The policy guarantees the consequences of professional civil liability incurred by *Musée Grévin SA* by reason of physical injury, tangible or intangible damage to its clients or third parties, following fault, error or negligence duly noted in the accomplishment of its professional activities as the managers of recreational facilities as defined by the Code du Tourisme, up to an amount of 10 million Euros.

II.5 – Liability

Musée Grévin accepts no liability for damage of any kind and, in particular, caused by fire and/or theft, which may affect personal effects, objects or equipment brought by visitors and

not handed in for keeping in premises specially provided for that purpose. Visitors will be individually liable for any damage, direct or indirect, their presence at SA Musée Grévin's recreational premises may cause.

Musée Grévin SA will be in sole control of decisions concerning the operation and maintenance of *Musée Grévin*; in particular it will decide (i) on days and hours of opening times of *Musée Grévin* and the various attractions on offer, (ii) on the schedules for maintenance, repairs and renovation of all the equipment owned by *Musée Grévin SA* or for which it has rights of use, as well as (iii) the adoption of standards and rules concerning health, safety and suitability of making its attractions, shows and services available to members of the public visiting *Musée Grévin*. In particular, *Musée Grévin SA* may decide to close to the public all or part of *Musée Grévin* under its management and may suspend all or part of the services it offers, such as catering, for the length of time it consider necessary, for reasons *inter alia* of issues or operations connected to the safety or health of visitors, maintenance, repairs, renovation and restructuring all or part of *Musée Grévin* equipment and facilities, or relating to weather conditions, law and order, etc. *Musée Grévin SA* will not be held liable and the client will not be entitled to claim any indemnity or compensation of any kind in any of the above circumstances.

II.6 – Financial guarantee

Musée Grévin SA is covered by a financial guarantee issued by the BNP PARIBAS Bank, Centre d'affaire Arc Alpin Entreprises, 60 rue Lavoisier, 38330 MONTBONNOT SAINT MARTIN, in conformity with the stipulations of the *Code du Tourisme*.

II.7 - Internal rules and regulations

All visitors must comply with the *Musée Grévin* rules and regulations displayed at the entrance. Failure to comply may lead to eviction by *Musée Grévin's* authorised employees, without right of appeal. The admission tickets of visitors evicted in the above circumstances will not be reimbursed.

II.8 - Complaints

Complaints concerning the provision of services covered in the General Terms and Conditions must be formulated in writing and sent to the Service accueil visiteurs, *Musée Grévin SA*, (*visitor welcome desk*) 10 Boulevard Montmartre 75009 PARIS, no later than 15 days after the date of the visit to *Musée Grévin*.

Complaints may also be handed in on the *Musée Grévin* site itself; incident forms are available to visitors at the visitors' welcome desk.

To avoid controversy, documents pertaining to the visit (entrance tickets, certificates, exchange vouchers, etc.) showing the number of participants in a group are signed on the day of the visit.

III.9 - Litigation

The present General Terms and Conditions of Sale are subject, both as regards their interpretation and their implementation, to French law. Unless amicable settlement can be reached, legal proceedings will be filed with the competent courts.