

LYON CITY CARD GENERAL TERMS AND CONDITIONS

Article 1 : General provisions

In the framework of the law of 13 July 1992, authorized Tourist Offices can book and sell all types of services, leisure activities and accommodation of general interest as part of their services. They facilitate the procedure for the general public by offering a choice of services. The Tourist Offices are local tourist bodies placed at the disposal of service providers who are not part of them but who have concluded an agency agreement with them. In this framework the Tourist Office wishes to be able to sell, via the Internet, various services reserved for private individuals, on an individual basis, the said services to be governed by these general conditions of sale.

All purchases and orders of services is solely reserved to users who have read and accepted the full Terms and Conditions by ticking the box that confirms your acceptance or clicking on the link that will alternatively lead you to the same page. These terms and conditions equally depend on the availability of the service providers and any certain specific conditions made by such tourist partners/providers concerning these services will be clearly indicated on the service/product description and on the reservation confirmation. Your use of this website, whether purchasing or making reservations constitutes your agreement to all such terms, conditions and notices.

The User should be at least 18 years of age and possess the legal authority to enter into this agreement and to use this web site in accordance with all terms and conditions.

Except in cases of fraud, when it can be proven, the user agrees to be financially responsible for all use of this web site, notably the use of the web site under your user name and password. He/she also guarantees the accuracy of their information that they provide on the website. Any use of website which would be fraudulent or considered to be fraudulent, which contravenes these present Terms and Conditions will mean that the User will be refused access to the services offered by our partners and other functions of the website.

Article 2 – Responsibility

ONLYLYON Tourism & Conventions (the Tourist Office) offering services to a customer is the sole contact for the latter and answers to him/her for the performance of the ordered services and the respect of the obligations stemming from these conditions of sale.

ONLYLYON Tourism & Conventions cannot be held responsible for the total or partial non-performance of the ordered services or the total or partial non-respect of the obligations stipulated in these general conditions of sale, in the case of fortuitous event, major force, bad performance or faults committed by the customer or unexpected and uncontrollable actions by a party not involved in the provision of the services.

Article 3 – Conclusion of the contract

Any online order implies the acceptance, without restriction or reservation by the customer, of these general conditions of sale, which are displayed and can be consulted on the pages of the website.

If the customer does not consider that he/she is sufficiently informed on the characteristics of the services that he/she wishes to order, he/she can, before placing any order, request further information on these services from the Tourist Office.

By placing an order, the customer implicitly acknowledges to have obtained all desired information on the nature and characteristics of the ordered services.

The service contract becomes firm and definitive when the customer has validated his/her booking page on the Website where the recap of the ordered services appears.

Until these conditions are fulfilled, the service contract shall not be considered to be concluded and the Tourist Office shall, in no way, be bound to perform the ordered services.

Article 4 – No right to retract

The legal provisions relating to remote selling provided for in the Consumer Code specify that the right to retract is not applicable to tourist services (article L 121-20-4 of the Consumer Code). Consequently, for any order for the provision of a service made with ONLYLYON Tourism & Conventions, you do not benefit from the right to retract.

Contact of ONLYLYON Tourisme et Congrès:

Place Bellecour – BP 2254 – 69214 LYON CEDEX 02 France

Tél. 33 (0)4 72 77 69 69 – Fax 33 (0)4 72 77 62 47

E-mail. info@lyon-france.com - www.visiterlyon.com

Article 5 – Price – Payment

Unless otherwise indicated, the prices given are in Euros, include VAT and do not include booking, delivery or issue costs.

Additional local taxes payable on the spot may be imposed by local authorities (tourist tax, resort tax, etc.) and are payable by you. The payments made on the Website shall be by credit/debit card (Carte Bleu, Visa and Eurocard/Mastercard are accepted) through the intermediary of a secure payment system.

The prices correspond to the stipulated services as they have been described on the Website.

ONLYLYON Tourism & Conventions reserves the right to modify, at any time, the price of its services in agreement with the service provider. In the case of modification, the price applied shall be the price in force on the date of validation of the “Shopping Basket” page of the Website.

When making a reservation or booking, the client is in direct contact with the secured payment system of ONLYLYON Tourism & Conventions which guarantees the confidentiality of all information provided.

The secure payment system validates the bank card used for the transaction before granting the authorisation of payment and it will automatically confirm the acceptance/decline.

Article 6 – Conditions concerning the performance of the services

From the reservation date confirmation each card is valid for 18 months, extension of duration are not possible... All bookings and reservations are final. The current Terms and Conditions are valid up until and including 01/01/2024. This edition cancels and replaces previous versions.

6-1. ORDER

ONLYLYON Tourism and Conventions is a company that supplies the product for sale on the Lyon City Card booking website. Placing an order entails acceptance of the prices and product descriptions available at the time of sale. The customer is enabled to change his basket before the final confirmation screen. This final step makes the sale agreement between the seller and the customer. The User may not cancel his or her order on the website for the Products, transport and delivery.

6-2. EXCHANGE

The timetables for redemption offices are indicated on the confirmation booking and on the LYON CITY CARD website, The hours and schedules indicated should be respected in order to guarantee the smooth running of the tourist service.

There may be instances when certain activities proposed by the providers and stated in the description on LYON CITY CARD website are cancelled, notably in reason of weather conditions, events beyond their control, services/ events outside of the high tourist season or if there is an insufficient number of participants in order for a particular activity to take place.

The client will not in any situation receive compensation from ONLYLYON Tourist and Conventions in case of a cancellation of any type of activity in reason of an unforeseen event or in case of actions by a contractual third party..

6-3. DELIVERY

Lyon City Cards ordered are not sent by post except on option “delivery” by the customer, on the Website when the booking is made. In this event it is clearly stipulated in the product description and on the delivery and reservation notice that will accompany the dispatched card(s) to the delivery address provided by the User at the time of his/her order. The delivery time indicated when cards are ordered are the average times corresponding to the processing and the delivery time for France’s metropolitan area or abroad. If card delivery is not possible due to an error made by the user concerning their personal information, or failure to indicate any special delivery requirements (door entry code, etc) the tourist providers concerned nor ONLYLYON Tourist and Conventions will be held responsible..

Article 7 – Cancellation / modification due to the customer

There may be instances when certain activities re cancelled, notably in reason of weather conditions, events beyond their control, or if there is an insufficient number of participants in order for a particular activity to take place. The client will not in any situation receive compensation from the Greater Lyon Tourist and Convention Office in case of a cancellation of any type of activity in reason of an unforeseen event or in case of actions by a contractual third party.

For purchase of any types of Lyon City Card, “Credit card will be charged upon reservation – Prepaid”. In the event of total or partial cancellation by the client, the Tourist Office has the right to incur penalties and fines to the client, according to the following conditions: Lyon City Card cannot be changed, cancelled or refunded.

In the event of misuse of the product, ONLYLYON Tourism and Conventions declines all responsibility and the product will not be replaced or extended. Any cancellation, change or exchange made by the client incurs the full payment of the service.

Article 8 – Disputes / Complaints

Any complaint relating to a City Card must be sent within 10 days of the date of performance of the service by registered letter with request for acknowledgement of receipt to the Tourist Office at the following address: ONLYLYON Tourisme et Congrès- Place Bellecour- BP 2254- 69214 LYON CEDEX 02 France

E-mail: drodriguez@lyon-france.com.

Failing this, the complaint shall not be taken into account by the Tourist Office.

In the case of complaint, the parties shall endeavour to find a friendly solution. In the case of dispute, the General Conditions are governed by French law. Any dispute relating to their interpretation and/or respect fall within the jurisdiction of French courts of law. Article 11 – Données personnelles

Article 9 – Personal Data

A declaration has been made to the CNIL (National Commission for Information Technology and Civil Liberties) for the Websites of The Greater Lyon Tourist and Convention Office.

The customer has the right to access, modify, rectify and remove data concerning him/her. To exercise this right, the customer must just contact ONLYLYON Tourisme et Congrès- Place Bellecour – BP 2254 – 69214 LYON CEDEX 02 France- Fax : 04 72 77 62 47- E-mail : drodriguez@lyon-france.com.

Quick SSL is, at the present time, one of the best programmes on the market for secure commercial transactions. It encodes all the customer's personal particulars, including the number, name and address linked to the credit card in order to prevent these from being read when they are transmitted over the Internet.

The information communicated by the user on LYON CITY CARD makes it possible to process and execute his/her orders.

In accordance with article 32 of the Data Protection Law of 6 January 1978, modified by law 204-801 of 6 August 2004, the information essential for processing and executing the orders is indicated by an asterisk on the Website's pages.

Article 10 – Conditions of use Lyon City Card

The Lyon City Card is for personal use and reserved for individual customers. It must not be transferred under any circumstances.

In order to be valid, the mini-guide accompanying the card must bear the holder's name and the validity date in the space provided. If incorrect or incomplete information, or no date, is shown on the card, the customer may be refused access to the activities. The validity date to be completed is the day when the customer uses the card for the first time.

The Lyon City Card mobile app can be downloaded on Android or IOS.

The Lyon City Card mobile app is designed to be a digital tourist guide and travel journal. It gives an overview of all the Lyon City Card partners and provides information about each one offline following the first download. The customer can enable the geolocation feature to find the partners closest to

where he/she is. When he/she links his/her cards, the app will show all visits included with the Lyon City Card, both used and available, as well as their validity period and time remaining. The physical card enables him/her to use Lyon's public transport network, while the app is dedicated to accessing the various Lyon City Card activities, including museums, attractions, guided tours, river cruises and more...

The customer must check the opening times and dates of each site accessible with the card. Temporary exhibitions at partner museums are accessible with the Lyon City Card. However, it does not include guided tours and workshops sometimes organised in the museums. It allows one entrance only to each attraction.

Opening hours are subject to modification and should be checked with the Tourist Office. Information included in the guide accompanying the Lyon City Card corresponds to information provided at the time the document was produced. The Tourist Office shall not be held liable for any modifications.

Any closures (strikes, public holidays, etc.) and special free offers that may occur at establishments accessible with the Lyon City Card shall not give rise to an extension of the duration of the card, nor to a refund of one or more days.

In the event of theft, loss or incorrect use, the Lyon City Card shall not be refunded.

JUNIOR LYON CITY CARD

This card is exclusively intended for children aged 4 to 15 years old. It entitles the holder to the same services as the adult Lyon City Card, but it shall not be issued unless an adult card is purchased at the same time. Service providers have the right to refuse free access with the Lyon City Card junior if the holder is unable to provide proof of age.

STUDENT / REDUCED

Students benefit from a discounted price on presentation of a valid student card.

PROMOTIONAL OFFERS

The Lyon City Card keeps pace with news in the city of Lyon and special promotional offers may be included with the card. Ask the Tourist Office about any current offers.

ACCESS TO LYON'S PUBLIC TRANSPORT (TCL)

The Lyon City Card provides access to all bus, metro, funicular and tramway lines, as well as park-and-ride facilities, in Lyon, around the clock and for the entire duration of the card. The pass is valid for 24, 48, 72 or 96 hours. It must be validated as of first use and for each connection in order to remain valid. ONLYLYON Tourism & Conventions shall not be held liable for any technical incidents or strikes affecting public transport..

VELOV

The general terms and conditions of use and access for the Vélo'v bike rental service are available from Lyon Tourist Office and Convention Bureau, and Vélo'v.

LYON CITY CARD RHONEXPRESS

The return ticket between the airport and Lyon is valid for one year as of the date of purchase. The General Terms and Conditions of Sale are available from Rhônexpress