

**GENERAL TERMS OF SALE AND USE  
POPGUIDE - AUDIOGUIDES - TRAVEL SERVICES**

**Valid as of August 20th, 2020**

These General Terms of Sale and Use define the conditions under which Batorama sells products related to tours of the city of Strasbourg and its environs, in the form of modules for mobile applications or audioguide equipment and travel services sold by the unit or in the form of tourist packages (hereinafter referred to as the "Products").

Purchase of any of these Products implies full acceptance of these General Terms of Sale.

These General Terms of Sale have been translated into [German](#) , [French](#)  and [Italian](#) . However, in the event of a dispute, the original French version of these General Terms of Sale shall prevail.

For the purposes of these General Terms of Sale, a person who purchases a Product on his or her own behalf is referred to hereinafter as a "Purchaser".

**1. GENERAL TERMS OF USE AND SALE FOR POPGUIDE AND AUDIOGUIDES**

**1.1. OBJECT**

The company Batorama sells a range of products related to tours of the city of Strasbourg and its environs, in the form of downloadable modules for mobile applications or audioguide device rentals, including products that can be used for audioguided tours of the Cathedral.

**1.2. PRICE**

Batorama sets a price corresponding to each Product, which may differ depending on whether it is sold alone or in combination with another Product sold by Batorama or one of its partners. This price may be changed by Batorama at any time, the applicable price being that displayed at the time of payment for the Product.

The unit price in force is displayed at the ticket offices and can be found on the website ([www.batorama.com](http://www.batorama.com)). The price is stated in Euros inclusive of tax, and may not be paid in any other currency.

**1.3. TERMS OF PURCHASE**

The Products may be sold:

- at the BATORAMA store (18 place de la Cathédrale, Strasbourg),
- in the online store [www.shop.batorama.com](http://www.shop.batorama.com)
- in Batorama's automatic ticket kiosks
- by partners

The sale of digital modules consists of the issue of login credentials and a QR code to be scanned by the Purchaser's mobile phone, via the POPGuide application developed and operated by the company VOX S.p.A., registered under number 2549200547, headquartered at Via Pievaiola 21, CP 06128 in Perugia, Italy.

The sale of the "physical" audioguide service consists of the rental of an audioguide system composed of an audio device, an earpiece and an annotated paper map of the Cathedral in postcard format.

After reading and accepting these General Terms of Sale, the Purchaser shall pay the price of the Product in cash. Partial or deferred payment is not accepted.

Payment may be made in cash (in Euros only), by French bank cheque, French bank card, holiday voucher or international bank card (excluding American Express and Diner's Club cards). For payment by bank card, Batorama shall not be responsible for any bank card transaction fees incurred, including those related to exchange rate fluctuations or any other reason.

Once they have been purchased, the Products may not be exchanged or refunded. In accordance with Article L221-28-13° of the French Consumer Code, by accepting these General Terms of Sale, you accept that the digital content will be provided before the end of the withdrawal period and waive your right to withdrawal with regard to the purchase of digital modules.

**1.4. TERMS OF USE OF THE DIGITAL MODULES**

The use of these Products requires:

- Possession of a smartphone with an iOS version of 4.1 or higher or an Android version of 8 or higher,
- Download of the POPGuide mobile application from the App Store or Google Play; this application is free to download and requires you to enter a certain amount of personal information; the download and use of this mobile application are governed by the POPGuide service's confidentiality statement and the general terms of use of the POPGuide service, which can be viewed on the mobile application or on the website:  
<http://www.popguide.me/legal/privacy> et [https://popguide.me/legal/terms\\_and\\_conditions.html](https://popguide.me/legal/terms_and_conditions.html)
- The use of headphones, earphones, earpieces etc., which is mandatory inside the Strasbourg Cathedral in order to maintain the silence befitting this heritage site, which is also a place of worship.

The QR code or login credentials provided following payment must be used within one year of the date of purchase. Beyond this time limit, the Purchaser shall lose the right to access the content of the digital module. Once the POPGuide application has been installed on the Purchaser's phone, the module purchased shall only be accessible and usable from that phone. Logging out of the application shall cause the Purchaser to lose access to the digital module purchased. For more information on the terms of use of the POPGuide application, the Purchaser is invited to read the general terms of use and confidentiality statement on the application or on the POPGuide website.

**1.5. TERMS OF USE OF THE AUDIOGUIDE SERVICE ON A PHYSICAL DEVICE**

Use of the "physical" audioguide service requires the rental of an audioguide system - composed of an audio device, an earpiece and an annotated paper map of the Cathedral - from the company Batorama, subject to availability (hereinafter referred to as the "Equipment"). As such, the purchaser of this service shall be known as the "Renter" in this clause.

**1.5.1. Order terms**

The purchase price for the audioguide service corresponds to the price to rent the audioguide equipment described above. It shall be paid in full by the Renter at the time the order is made, before the equipment is provided.

Payment of the price or pick-up of the equipment implies acceptance of these General Terms of Sale.

As a guarantee that the Equipment will be returned in good condition, Batorama may require the provision of a security deposit of €100 incl. tax, in the form of a pre-authorization for that amount on the Renter's bank card, or the presentation of a deposit check.

Batorama requires that a valid identity card be left as a deposit during the rental.

The Renter may cancel all or part of his equipment booking under the following conditions:

- Up to 2 calendar days before the scheduled delivery date: no fee,
- Less than 2 calendar days before the scheduled delivery date: cancellation fees representing 100% of the total amount of the order, including tax, shall be owed by the Renter,

- In the event of a no-show at the scheduled date and time of delivery: cancellation fees representing 100% of the total amount of the order, including tax, shall be owed by the Renter.

The cancellation fees shall be deducted from the deposit or from any amount already paid by the Renter.

#### **1. 5. 2. Duration of the rental**

The price paid entitles the Renter to a rental duration of three hours from the time of delivery of the Equipment. If the Equipment was rented via the website, the Renter shall choose a date on which to pick up the equipment from the store; the rental duration shall begin when the equipment is picked up.

The date is indicated on the order confirmation slip. The return time must be respected by the Renter, failing which the following penalties shall be incurred: late return of the Equipment attributable to the Renter shall incur late fees charged per 15 minutes of delay beyond the scheduled time of return, equal to the pick-up time plus three hours.

Furthermore, if the Renter's late return renders Batorama unable to provide the equipment to another customer who booked it for a later period, Batorama reserves the right to claim further compensation from the Renter.

The rental shall take effect at the time of handover of the Equipment to the Renter. Handover of the Equipment entails the transfer of responsibility and risk to the Renter, who shall become its legal custodian until all of the Equipment is returned to Batorama.

#### **1. 5. 3. Terms of handover**

The Equipment shall be provided to the Renter at the Batorama store located at 18 place de la Cathédrale, 67000 Strasbourg, on the date indicated on the order confirmation slip.

Handover shall take place following acceptance of these General Terms, inspection of the Equipment's condition by the Renter, signing of the order confirmation slip, provision of an identity document as a deposit and/or bank preauthorization for the security deposit or provision of a deposit check. Unless the Renter indicates reservations at the time of handover of the Equipment, it shall be considered to be handed over in good condition and suitable for the purpose for which it is rented, with instructions for use and the required accessories.

The Renter accepts that he is forbidden to lend or rent out the Equipment, and agrees to use the Equipment responsibly, with prudence and diligence, in accordance with its purpose and the regulations in force.

#### **1. 5. 4. Liability - Damage - Accidents**

During the full effective duration of the Equipment rental, the Renter shall be responsible for any physical harm or property damage caused by the Equipment, and for any damage caused to the rented Equipment which is not attributable to Batorama or to a hidden defect in the Equipment. The Renter declares that he is insured with a reputable company for the aforementioned types of damage that might occur during the rental period.

In the event of damage to the Equipment or of its partial or total loss, the Renter shall owe Batorama a lump-sum penalty of €100 incl. tax per rented audioguide system lost or damaged, in full or in part. This penalty shall be charged, as applicable, directly from the security deposit left by the Renter, who authorizes Batorama, for the purpose of payment of amounts owed under these circumstances, to debit the preauthorized amount, cash the deposit check, or use part of the amount and release the remaining balance.

Batorama also reserves the right to hold the Renter liable and request, with justification, compensation for any damage with a value greater than this amount, which shall not constitute a limitation of the Renter's liability.

In the event of an accident or theft involving the Equipment, the Renter agrees to submit a written statement to Batorama within 24 hours. Batorama also reserves the right to require the Renter to file a complaint with the police in the event of loss, theft or damage voluntarily caused by a third party. The declaration of loss or theft of the Equipment shall not exempt the Renter from paying the lump-sum penalty.

Batorama shall not be held liable for defects or delivery delays due to force majeure events or any circumstances outside its control, such as late return by previous Renters, nor for their direct or indirect ramifications for Renters or third parties, and shall not be liable for compensation on these grounds.

#### **1. 5. 5. Return of the equipment**

All of the rented Equipment must be returned by the Renter in person to the Batorama store located at 18 place de la Cathédrale - 67000 Strasbourg at the scheduled time and date.

The Renter is required to return the Equipment in good condition, with all accessories and devices, except for disposable earpieces which must be removed prior to return. Reusable earpieces must be returned.

The Renter shall remain bound by all obligations under this contract until Batorama's effective recovery of all of the Equipment and issue of a receipt. At the time of return of the Equipment, its condition shall be inspected by Batorama staff. At the time of return, the Renter agrees to declare any incident and/or damage affecting the Equipment's condition or completeness on the document provided to the Renter for this purpose at the time of Equipment return. The Equipment inspection is normally carried out in the Renter's presence following the return of the Equipment. However, in order to meet certain Renters' specific needs, Batorama offers an optional "quick return" service, available upon the Renter's explicit request in order to accommodate these needs, in which case the Renter is not required to be present for the inspection of the returned Equipment, which is carried out in the Renter's absence by Batorama staff, following the return of the Equipment and before it is provided to another Renter; Batorama shall then inform the Renter by SMS and/or email of the results of the inspection and return the security deposit if applicable. In the event of "quick return", the Renter agrees to accept the results of the Equipment inspection carried out in his absence by Batorama staff, and agrees to pay the penalty provided for below, if applicable; he waives any right to dispute this charge. The "quick return" option shall not be available in the event that the Renter declares an incident or damage to the Equipment.

If all or part of the Equipment is not returned in good condition, Batorama shall charge the Renter a lump-sum penalty of €100 incl. tax per device; devices, accessories, and removable or spare parts not returned shall be charged at their replacement price.

These amounts may be deducted from the security deposit provided by the Renter as described in article 5.4. above.

If all of the Equipment is returned in good condition, Batorama shall cancel the pre-authorization or return the deposit check.

#### **1. 6. RESPONSIBILITIES**

The Purchaser undertakes to use the Products purchased for the use for which they are sold, in accordance with the law and regulations and under his own responsibility. Batorama accepts no responsibility for any damage that may be caused by or in relation to the Purchaser's use of the purchased Product.

Batorama declares that it has made its best efforts to ensure that the information given on the locations visited in the content of the Products sold is accurate and up to date. Batorama accepts no responsibility for the content of Products sold that were not developed by Batorama. It accepts no responsibility for the Purchaser's access to and experience of the places visited as part of the guided tour provided by the Products. In addition, it accepts no responsibility for the proper functioning and legal and regulatory compliance of the POPGuide application, which is developed and operated by the company VOX, as described in Article 3 herein.

#### **1. 7. INTELLECTUAL PROPERTY**

The content of the digital modules and audioguide commentary sold by the company Batorama (including any data, information, text, audio content, images, graphics, videos or software applications) is the property of Batorama. The Purchaser undertakes to use it for the purposes intended and to comply with the intellectual property rights pertaining to this content.

## 2. SALE OF TRAVEL SERVICES

### 2.1. Preamble - Definitions

The company Batorama is registered in the Travel Agents Register under number ID 74709 and maintains a financial guarantee with APST (the Association Professionnelle de Solidarité du Tourisme, 15 avenue Carnot, 75017 PARIS) pursuant to Article L211-18 of the French Tourism Code. The company Batorama has also taken out with the company HISCOX, located at 19 rue Louis Le Grand in Paris (75002), a Professional Insurance policy, no. PRC0173931, against risk, in accordance with the French Tourism Code, which covers its professional civil liability up to €1,500,000 per event and per insurance year.

The purpose of this clause is to govern Batorama's sale of travel services by the unit or in the form of tourism packages (hereinafter referred to interchangeably as "travel services"), as defined by Volume II of the French Tourism Code.

The company Batorama operates both as a Tour Operator - when it creates and sells tourism packages - and as a Travel Service Broker - when it sells packages created by an operator or travel services provided by another professional.

Customers are hereinafter referred to interchangeably as the "customer" or the "traveller".

The purchase of travel services from Batorama implies full and complete acceptance of these General Terms of Sale and of all of the provisions thereof.

The signatory of the sales contract acts both on his own behalf and on behalf of the people covered by the booking made by the signatory. In addition, he is presumed to guarantee their consent and certifies that he is authorized to act in that capacity. He shall be fully responsible for the information provided and personally responsible for the people covered by the same travel service booking.

Some products sold by Batorama may come with their own conditions, in which case the special conditions shall prevail over these General Terms of Sale by way of derogation.

Together, the General Terms of Sale and the special terms of sale stipulated in any suitable form and disclosed to the customer by Batorama (email, quote, brochure, website, etc.) shall constitute the "travel service sales contract", the "travel contract" or the "contractual documents".

### 2.2. Information provided prior to conclusion of the sales contract - Standard information form

Travellers purchasing a travel service from Batorama enjoy all of the essential rights granted by the European Union that pertain to travel services and tourism packages (in particular Directive (EU) 2015/2302), as transposed in the French Tourism Code. These essential rights are as follows: Travellers shall receive all essential information on the travel service or package before entering into the travel contract.

The operator and broker shall be responsible for the proper execution of all travel services included in the contract.

Travellers shall receive an emergency phone number or contact information enabling them to reach the service provider, operator or broker.

Travellers may transfer their travel service or package to another person, with reasonable advance notice, possibly subject to additional fees.

The price of the travel service or package may only be raised if specific costs increase (e.g. fuel costs) and if this possibility is explicitly provided for in the contract; in no event may it be changed less than 20 days before the start of the trip or package. If the price increase represents more than 8% of the travel service or package, the traveller may terminate the contract. If the operator reserves the right to increase the price, the traveller is entitled to a price reduction if the corresponding costs decrease.

Travellers may terminate the contract without paying cancellation fees and receive a full refund of the payments made if one of the essential elements of the contract or package, other than the price, changes in a significant way. If, before the beginning of the service provision or package, it is cancelled by the professional responsible, travellers shall be entitled to a refund thereof and compensation, if applicable.

Travellers may terminate the contract without paying cancellation fees before the start of the service provision or package in exceptional circumstances, such as serious safety issues at the destination that may affect the service provision or package.

In addition, travellers may, at any time before the beginning of the service provision or package, terminate the contract and pay appropriate, justifiable cancellation fees.

If, after the start of the service provision or package, important elements thereof cannot be provided as expected, other suitable service provisions must be proposed to the travellers without additional cost. Travellers may terminate the contract without paying cancellation fees if the services are not carried out in accordance with the contract, resulting in a significant disruption to the execution of the services or package, and the operator does not rectify the issue.

Travellers shall also be entitled to a price reduction and/or compensation in the event of non-execution or poor execution of the travel service(s).

The operator, service provider or broker must assist the traveller if he is in need.

If the service provider, operator or broker becomes insolvent, the amounts paid shall be reimbursed. If the service provider or broker becomes insolvent after the package has started and transportation is included in the package, traveller repatriation is guaranteed.

Batorama has taken out coverage against insolvency with APST (Association Professionnelle de Solidarité du Tourisme). Travellers may contact this organization by letter addressed to 15 avenue Carnot, 75017 PARIS if they are refused service due to Batorama's insolvency.

Directive (EU) 2015/2302 can be viewed on the following website (in French):

[https://www.legifrance.gouv.fr/affichCodeArticle.do?sessionId=B6B56671A51841699A8FB7B4B5EB08A2.tplqfr21s\\_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701](https://www.legifrance.gouv.fr/affichCodeArticle.do?sessionId=B6B56671A51841699A8FB7B4B5EB08A2.tplqfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701).

### 2.3. Information on the conclusion and execution of the contract

#### 2.3.1. Booking terms

The customer must inform Batorama in writing, prior to booking, of any special requests that may affect the execution of the travel service (persons with reduced mobility including wheelchair users, pets, transportation of musical instruments, etc.).

Information on the administrative formalities that must be completed by French citizens so that they may use the travel service offered by Batorama is available on the websites [www.diplomatie.gouv.fr](http://www.diplomatie.gouv.fr), [www.action-visas.com](http://www.action-visas.com) and [www.pasteur.fr](http://www.pasteur.fr). Prior to booking, people of other nationalities or dual citizens should inform themselves of the formalities that must be carried out in light of their personal situations by contacting the embassy or consulate of the destination country or countries.

Batorama may not be held liable for a traveller's failure to comply with these requirements, including in the event that a traveller is denied boarding or entry into another country.

Purchasing a travel service sold by Batorama fully commits the customer.

#### 2.3.2. Pricing - Payment terms

Our prices do not include airport fees, tourist taxes or fuel price increases.

In accordance with the provisions of Article L211-12 of the French Tourism Code, the prices stated in our literature may be increased or decreased to reflect "the cost to transport passengers that results from the cost of fuel or other energy sources; the taxes and duties payable for the travel services included in the contract to a third party who does not directly participate in executing the contract, including tourist taxes, boarding or landing fees in ports and airports; or exchange rates pertaining to the contract". Customers shall be informed of any increase to the total price of the package no later than twenty (20) days before departure, if it has been recorded by this date. Batorama reserves the right to pass on any increase in taxes and/or fees applicable in the countries visited, of which it was unaware prior to the customer's booking, including in the event that this increase was decided upon and enacted prior to the customer's booking.

Travel service bookings shall only be considered final once the total price of the trip or stay has been paid at the time of purchase.

The documents required for the trip or stay are normally provided to customers one week before departure. If payment is not made as indicated above, Batorama shall not be obliged to maintain the availability of the trip, stay, flight or any other services, which will be considered to have been cancelled by the customer.

Special payment terms may be stipulated for certain offers, by way of derogation.

#### 2.3.3. Other characteristics of the travel services sold

The information indicated in Article R211-4 of the French Tourism Code concerning the other characteristics of travel services sold, specific to each product (including: the main characteristics of the travel services, the contact information of the operator and broker, the total price, the

payment terms, the minimum number of people required, information on any insurance covering the cancellation costs, the traveller's special requirements that the operator or broker has accepted, the contact information enabling the traveller to quickly contact the operator or broker, the contact information for the point of contact concerning unaccompanied minors) shall be communicated by Batorama to the customer prior to conclusion of the contract by any means, including via Batorama's website, in brochures or by email.  
In accordance with Article L.211-9 of the French Tourism Code, the parties expressly agree that Batorama may make changes to this information. Such modifications will be notified to the traveller prior to conclusion of the contract.

#### 2.3.4. Cancellation or modification of the contract

The customer may only cancel his booking under the following conditions:

- **Cancellation or modification by the customer:**

In accordance with Article L.211-14 of the French Tourism Code, the Traveller may cancel the contract at any time before the start of the trip or stay. Cancellation requests made by the customer must be addressed to Batorama by any written means for which an acknowledgement of receipt may be issued. The date of receipt of the customer's cancellation request shall be considered to be the working day on or during which Batorama learned of the customer's cancellation request. This date shall be used for the calculation of cancellation fees in accordance with the fee schedule defined below.

In the event that the trip is cancelled by the customer, the amounts paid will be refunded within 14 days, less the amounts indicated below, which shall be kept by Batorama as a penalty.

For any modifications or changes requested less than thirty (30) days before the start of the trip or stay, Batorama reserves the right to apply these cancellation terms (the same principles may apply in the event of a contract transfer: please contact us for more details):

More than thirty (30) days before the start of the service or package, the amounts paid by the customer will be, as the customer prefers:

- Either credited to another travel service sold by Batorama, chosen by the customer, within the current calendar year, minus €30 per person in administrative fees;

- Or repaid to the customer, minus the non-refundable administrative fees, equivalent to 10% of the total amount of the travel service or package (excluding the special cancellation terms that apply to certain trips or providers, specified at the time of booking and indicated in the Special Terms).

Thirty (30) days or less before the start of the service or package, the cancellation fees will be calculated according to the following table:

FEES FOR CANCELLATION NOTIFIED	AMOUNT NOT REFUNDED
Between 30 and 21 days before the start date	25% of the price of the service or package
Between 20 and 8 days before the start date	50% of the price of the service or package
Between 7 and 2 days before the start date	75% of the service or package
Less than 2 days before the start date	100% of the price of the service or package
No-shows	100% of the price of the service or package

The cancellation fees will be calculated on the basis of the price of the service or package. No refund will be given if the customer does not appear at the time and place indicated in the contractual documents or invitations, or if he or she cannot present the official documents required for the trip (passport, visa, identity card). If a traveller does not show up at the start of the service or package or leaves the trip midway, for any reason, no refund will be given.

- **Cancellation or modification by Batorama:**

For technical reasons (holidays, Sundays, required days for certain tours, etc.) or due to bad weather or hazards affecting their organization, we reserve the right to make minor modifications to the travel service sold.

Thus, Batorama may be required, for a variety of reasons and in accordance with the French Tourism Code, to modify the proposed itinerary or the order thereof, or to change the hotel or boat indicated in the travel or stay itinerary sold, provided that this modification does not constitute a significant change to one of the essential elements of the trip. The order of the services may also be changed, or a route reversed. Whenever possible, travellers will be notified of such changes in advance. In that event, Batorama undertakes to provide an equivalent or superior service to the customer, in which case no compensation may be claimed by the customer.

Outside the high season, some services may be modified or cancelled due to a small number of travellers or weather conditions. The prices of our packages take these random elements into account. The amount of compensation that may be owed by the operator to the customer is limited in accordance with the international treaties covering the services concerned. With regard to damage other than bodily harm, provided there is no limitation under an international treaty, the amount of any compensation may not exceed the true value of the service paid for by the customer.

If, prior to departure, an event outside Batorama's control as defined in Article L. 211-13 of the French Tourism Code forces Batorama to modify an essential element of the agreement entered into with the customer, the latter will be notified as soon as possible. The customer will be offered either a modification to the travel service, or a replacement travel service. The customer may either accept the proposed modification, or terminate the contract. A customer who chooses to terminate the contract may obtain a full refund of the amounts paid within a maximum of 14 days from the termination of the contract. Unless otherwise indicated, the customer must notify Batorama of his or her decision (to accept the modification or terminate the contract) within a maximum of 7 days from receipt of the aforementioned notification. If no response is given within this time frame, the customer shall be considered to have accepted the proposed modification.

In accordance with the provisions of Article L.211-14 III of the French Tourism Code, Batorama reserves the right to terminate a sales contract, without charge, before the start of the service or package, and to fully refund the traveller for any amounts paid, without additional compensation, if:

- "the number of people signed up for the trip or stay is less than the minimum number indicated in the contract, provided that the vendor notifies the traveller of the cancellation of the contract within the time period set therein, no later than 20 days before the start of the trip or stay in the case of trips longer than six days; seven days before the start of the trip or stay in the case of trips between two and six days; forty-eight hours before the start of the trip or stay in the case of trips of up to two days";

- Or if Batorama is prevented "from executing the contract due to exceptional and unforeseeable circumstances".

The termination of the contract shall be notified to the traveller as soon as possible, before the start of the travel service or package.

If Batorama decides to cancel a trip or stay before departure and the parties do not reach an amicable agreement regarding a replacement trip or stay, Batorama shall refund the customer for all amounts paid and pay an indemnity at least equal to the penalty the customer would have paid if he or she had cancelled on this date.

If, after the start of the service or package, certain scheduled services cannot be executed in accordance with the contract, Batorama shall undertake to offer, for no additional cost, other suitable services of equal or greater quality to those specified in the contract. If this is not possible, the traveller shall be entitled to a corresponding price reduction, excluding damages and interest of any kind.

Travellers may only refuse the other services proposed if they are not comparable to those that had been provided for in the contract or if the price reduction given is not suitable.

#### 2.3.5. Liability

In no event may Batorama be held liable for damage attributable either to the traveller, to a third party not involved in the provision of the travel services under the contract, or to unforeseeable or unavoidable circumstances. Batorama may not be held liable for indirect damage.

In other cases, with the exception of bodily harm or damage caused intentionally or through negligence, damages and interest paid by Batorama may not exceed three times the total price of the travel service or package.

Travellers are responsible for complying with all safety rules and instructions. They are expected to act with common sense, good judgement and precaution during the activities in which they participate. Travellers are responsible for complying with the internal regulations of the hotels in which they stay and for behaving in a civil manner during their trips. Failing this, the hotel and/or Batorama shall be authorized to interrupt the customer's stay due to his or her misconduct. In such a case, the customer shall not be entitled to a refund or compensation, and shall bear all costs incurred

due to the interruption of the stay. Batorama reserves the right to bar from participation or exclude from the continuation of a trip any persons whose behaviour or conduct disrupts the smooth functioning of the trip or the tranquillity of other participants.

#### 2.3.6. Contract transfer

A customer may transfer his or her contract to a third party who meets the same conditions (identical accommodations and meals, etc.) provided that the contract has not yet taken effect.

The transferor is required to inform Batorama of his or her decision by any means for which acknowledgement of receipt may be given, no later than 7 days prior to the start date of the service or package. A new contract will be drawn up in the transferee's name with the information given by the transferor (names and addresses of the transferees and trip participants).

Additional fees may be charged for the contract transfer if Batorama incurs additional costs for this reason (including transfer fees charged by the airline).

In all cases, the transferor and transferee of the contract shall be jointly and severally liable for the payment of all of the costs specified above, as well as for the payment of any outstanding balance under the contract.

#### 2.3.7. Complaints - Customer service - Tourism and travel mediation

The handling of any complaints filed shall only concern the contractual elements of your booking. Any failure in the performance of the contract must be observed in situ and notified in writing as soon as possible, with supporting documentation, by the customer to the Service Provider concerned, as well as to Batorama.

The Customer is required to report any nonconformities observed in situ as soon as possible in light of the circumstances. As such, Batorama recommends that customers report any failures in the performance of the contract to the service provider immediately so that the latter may verify them and produce a written report. Failure to report a nonconformity in situ may affect the amount of any damages or price reduction owed, if immediate notification could have prevented or reduced the damage experienced by the customer.

All complaints regarding a travel service must be addressed to Batorama by registered letter with acknowledgement of receipt, accompanied by supporting documents, within one month from the end of the service, to the following address: BATORAMA - 15 rue de Nantes 67100 Strasbourg. The response time may be between 1 and 2 months, depending on the length of our investigation with the Service Providers. Complaints not accompanied by supporting documents will not be investigated.

After contacting Batorama's customer service, if no satisfactory response is received within 60 days, the customer may refer the complaint to the Médiateur du Tourisme et du Voyage (MTV - Tourism and Travel Mediator) at the following address: MTV Médiation Tourisme Voyage BP 80 303 - 75 823 Paris Cedex 17, according to the filing procedures available on the website: [www.mtv.travel](http://www.mtv.travel)

In the case of an online sale via our website, in accordance with Regulation (EU) no. 524/2013 of the European Parliament and of the Council, you can also make use of the platform available via the website <https://webgate.ec.europa.eu/odr> to resolve your dispute.

### **3. PERSONAL DATA PROTECTION**

In order to execute the Product sales contract, Batorama carries out processing activities on the Purchaser's personal data collected at the time of any Product purchase.

The data controller for this processing is the company Batorama SAS, a Simplified Joint-Stock Company registered with the Trade and Companies Register (RCS) of Strasbourg under number 808 395 990, headquartered at 15 rue de Nantes, 67100 Strasbourg, represented by its Director-General Ms. Isabelle Burget and whose data protection officer is Ms. Manon Olszakowski ([dpd@batorama.com](mailto:dpd@batorama.com)).

This processing consists of the collection and use of data relating to the identities of the persons concerned such as full names, phone numbers, email addresses, and economic and financial data. This data is processed either because it is required for the execution of the contract entered into between Batorama and its customer as well as for Batorama's legitimate interests pertaining to the management of relations with customers and the prospecting of new customers, or with the consent of the data subject.

The collection of personal data pertaining to people under 15 years old requires the written consent of both the data subject and the latter's parent(s) or guardian(s).

This data is intended for internal use by Batorama's teams and may be transmitted, for the purpose of the aforementioned processing activities, to Batorama's contractors, partners and subcontractors, who may be located in countries outside the European Union with an adequate level of personal data protection or suitable guarantees.

The data shall be kept for a period of time that is strictly necessary for the management of the commercial relationship with the customer, and in the case of prospecting, for three years following the last contact with the prospect.

The data subjects have the right to access, rectify or erase their personal data, the right to restrict its processing, the right to object to processing, the right to data portability, and the right to formulate instructions regarding the fate of their personal data after their death. These rights may be exercised by letter addressed to the Personal Data Protection Officer of the company Batorama, 25 rue de la Nuée Bleue 67100 Strasbourg, or by email sent to the address [dpd@batorama.com](mailto:dpd@batorama.com). In the event that Batorama fails to fulfil its obligations, you may also file a complaint with the competent supervisory authority.

### **4. MISCELLANEOUS**

BATORAMA reserves the right to modify these General Terms at any time, the new version of which shall apply to contracts entered into following its publication. These General Terms shall prevail over all other provisions indicated in the documents exchanged between Batorama and the Purchaser.

The nullity of any one of the provisions herein shall not result in the nullity of these General Terms as a whole.

### **5. DISPUTES**

Any disputes or disagreements arising from the interpretation of these General Terms and/or from the execution of the sales contract shall be subject exclusively to French law.

Any disputes that may arise from these General Terms of Sale shall be submitted to the competent courts under the provisions of ordinary law. In addition, any customer qualifying as a consumer or non-professional as defined by the French Consumer Code may file a complaint with the Tourism and Travel Mediator for the purpose of seeking an amicable solution to a dispute with Batorama, after first notifying Batorama's customer service of the complaint, by registered letter with acknowledgement of receipt, if no satisfactory response to this complaint is received within two (2) months. The complaint may be filed with the Mediator via the website [www.mtv.travel](http://www.mtv.travel) or by mail to the following address: MTV Médiation Tourisme Voyage, BP 80303 - 75823 PARIS Cedex 17. Finally, any customer who qualifies as a consumer or non-professional as defined by the French Consumer Code, who resides in a European Union member state and purchased a Batorama Product online or via another electronic means, may make use of the European online dispute resolution platform available via the address <http://ec.europa.eu/consumers/odr> to resolve his or her dispute with Batorama.