

GENERAL TERMS OF SALE - PROFESSIONALS AND SCHOOL GROUPS

CLAUSE 1: PREAMBLE

These General Terms of Sale apply to all ticket purchases made by the same person from Société d'Exploitation de la Tour Eiffel, *société publique locale* with € 8 965 623, dont le siège social est sis au 6, avenue Gustave Eiffel - 75007 Paris (France), number 482 622 529 in the Paris Commercial and Companies Register (hereafter "**SETE**") through its websites at <http://www.tou Eiffel.paris/> or <https://ticketpro.tou Eiffel.paris> (hereafter the "**Website**").

The Client, as defined below, is requested to read the General Terms of Sale with care as they set out the contract between the Client and SETE and in particular the conditions for on-line Ticket purchase and the Rules for Visiting, as defined below, that apply to all visits to the Eiffel Tower.

By confirming your order of a Ticket on this Website you are entering into a firm contract and accepting without reservation all the General Terms of Sale that you must declare you have read before you confirm your purchase.

The General Terms of Sale that apply are those in force on the Website when you purchase your Ticket. SETE may change or amend the General Terms of Sale at any time and in any way permitted by the law.

You are advised to purchase your Ticket to visit the Eiffel Tower in advance and to book a date and time for the visit.

CLAUSE 2: DEFINITIONS

When the following terms (used either in the singular or in the plural) commence with a capital letter, they will have the following meanings:

"Ticket": the ticket to ascend the Eiffel Tower, however issued and on whatever medium, that the Client purchased on the Website. Tickets prices are shown on the Website.

"Client": anyone purchasing or reserving a Ticket on the Website and accepting the General Terms of Sale as set out in clause 3.2 below.

"General Terms of Sale": the present General Terms, which set out the terms of Ticket purchase and use by the Client, and include the Rules for Visiting the Eiffel Tower.

"Visit Rules": the rules for visiting the Eiffel Tower set out in Annex I hereto, with which the Client undertakes to comply.

"Key Account": a legal personality that meets the conditions for the application of special terms of purchase for tickets for the Eiffel Tower and that has signed a contract with SETE to this effect.

CLAUSE 3: CONDITIONS OF PURCHASE

3.1 - PURCHASE METHOD

The Client needs to create a professional account by declaring the information of his/her structure and its buyers linked to it. He will have to send back the contract correctly filled in and signed with the documents in relation with its informations. Once his account approved, he will have access to the ticketing website.

The Client must not supply false or third party details when he creates his personal account or when he makes purchases on-line.

The Client selects the number of Tickets required, the floor he wishes to visit and the date and time of the visit, depending on availability.

Available times are shown on the Website. Certain times may be fully booked and therefore not available.

A summary of the order will be shown on the right of the web page.

The Client confirms that the use of robots or any other automatic system to purchase tickets can seriously compromise the operation on on-line ticketing and is therefore strictly prohibited.

3.2 - ACCEPTANCE OF THE GENERAL TERMS OF SALE

By clicking "Confirm" at the end of the order procedure and clicking on "I accept the General Terms of Sale", the Client declares he has read and accepts without reservation all the General Terms of Sale.

3.3 - METHOD OF PAYMENT

Payments on line must be made by Visa or MasterCard.

After checking the order and accepting the General Terms of Sale as above, the Client will be redirected to a secure payment server where he can pay for his order on line by entering his card details, including the card number and expiry date and the code on the back of the card.

The order, which is a firm order placed by the Client, will be recorded when the Client has accepted the General Terms of Sale and has confirmed his payment.

The Client's bank account will be debited with the cost of his order when the transaction is finally confirmed. The Client will be sent printable proof of payment at the end of the transaction.

If the payment is rejected by the payment centre, SETE will not accept the order and there will be no contract.

Orders are firm and final and cannot be cancelled or amended by the Client once payment has been confirmed.

Once the order has been placed and payment confirmed, the Client will receive an e-mail confirming the purchase.

The e-mail is not a Ticket. It can be used as proof of Ticket purchase and the Ticket itself will be issued as set out in clause 4.3 (Ticket Issue) below.

3.4- KEY ACCOUNT STATUS

The Client may request Key Account status from SETE at any time.

The conditions for Key Account status and the special ticketing terms it carries are given in Annex 2 hereto.

CLAUSE 4 - TICKETS

4.1 - RESTRICTIONS ON TICKET USE

Tickets are valid only for the floor, date and time stated on the Ticket concerned.

Tickets cannot be returned, exchanged or refunded, subject to clause 5 of these General Terms of Sale.

Tickets are personal and not transferrable. They cannot be resold by the Client to a third party unless the Client is a professional business entered in an official national register (equivalent to the French RCS) and associated with a tourism industry (See UNWTO nomenclature).

Clients reselling Tickets must inform the sub-purchaser that they are resellers and that all complaints must be addressed to them.

SETE may also require production of valid ID from, and refuse access to the Eiffel Tower to, any Ticket holder who may have acquired his Ticket unlawfully.

4.2 - TICKET PRICES

Ticket prices are stated in euro and are payable exclusively in euro. Prices include tax but do not include any processing or shipping fees that may apply.

Ticket prices are those applying at the visit date and are shown on the Website.

4.3 - E-TICKET ISSUE

A print-out of the confirmation page or of the e-mail sent by SETE to the Client is not a Ticket and cannot be used to access the Eiffel Tower.

Clients can obtain and print e-Tickets until the booked date of their visit by clicking on the link in the confirmation e-mail or in their personal account on the Website.

e-Tickets are invalid unless printed using an inkjet or laser printer as one (1) copy on a page of A4 paper that is clean on both sides. No other format (e.g. electronic format) is accepted.

Each Ticket has a barcode that gives access to the Eiffel Tower.

The printing of e-Tickets must be good quality. Tickets that are partially printed, dirty, damaged or illegible will not be accepted and are invalid. In the event of accident or bad quality print, the Client should print his Ticket again. To ensure that the print is of acceptable quality, the Client should check that the information on the Ticket and the barcodes are clearly legible.

If an e-Ticket is lost, stolen or duplicated, only the first person presenting that Ticket will be considered the legal holder of the Ticket and will be able to access the Eiffel Tower. SETE may require presentation of valid ID when checking Tickets.

CLAUSE 5 - CANCELLATION - REFUND

The sale of tickets for entry to a monument is a sale of a leisure activity. Under article L. 221-28 12° of the French Consumer Code, Tickets cannot be cancelled. Ticket purchases are therefore final and cannot be cancelled by the Client.

Purchased Tickets cannot be returned or refunded, even if they are lost or stolen or if forgotten during the visit. Duplicates cannot be issued to the Client.

SETE may restrict or cancel visits to the Eiffel Tower.

For visitors with time-stamped tickets, and in the event of a breakdown in which one or more lifts are closed, SETE reserves the right to cancel time stamped tickets for the time slots affected by the breakdown. SETE's decision is final.

A refund will be provided by crediting the card used when buying the tickets online.

If force majeure makes SETE decide to restrict access to all or part of the monument for over two (2) consecutive hours, reimbursement will be strictly in proportion to that restriction. If access is restricted because of a decision made by the public authorities, no refund will be payable.

For example, if access to the summit of the Eiffel Tower is closed, only the difference between the cost of a ticket for the summit and a ticket for the second floor may be refunded since the 1st and 2nd floors will remain open to the public.

A contact sheet will be issued at the Eiffel Tower when access is restricted (it can also be downloaded from the Website at <http://www.toureiffel.paris/>). The Client should send the completed contact sheet with the unused Tickets within one (1) month of the visit date. Requests sent after this date will not be considered in accordance with the law.

No refund will be given at the Eiffel Tower. No refund or exchange will be possible in the event use of the lift is delayed or impossible because of delay on the part of the Client or delay caused by operation of the monument, or because of bad visibility from any of its floors.

SETE accepts no liability for force majeure events that disrupt monument visits or lead to it being entirely or partially closed to the public, such as bad weather (frost, wind, snow, etc.) or decisions by the public authorities.

CLAUSE 6 - MONUMENT ACCESS

6.1 - RECEPTION AND VISIT

Visitors must arrive at the visitor reception in front of the access pillar at latest by the time stated on the Ticket. Access will be in order of arrival of holders of Tickets for the current time slot.

Visitors must go through security checks at the foot of the monument at the date and time printed on the Ticket before they take the 1st lift. The time printed is not the time for ascent to the summit, which will require a change of lift at the 2nd floor. At busy times, there may be a wait.

Visitors arriving after the time printed on their Tickets will not be allowed admittance unless the maximum number of visitors for the next time slot is not reached. Late visitors may be allowed to use the lift, depending on how busy it is. Priority will be given to Clients who arrive on time.

In the event of force majeure or delay caused by operation of the monument, visitors with bookings will access the lift in booking order.

6.2 - TICKET INSPECTIONS

Only Tickets with a barcode (printed e-Ticket or paper Ticket) can be used to access the monument.

Tickets are inspected at the foot of the monument by scanning the barcode on the paper Ticket (printed e-Ticket or paper Ticket) and checking the reduced rate card (where applicable) and/or valid ID. SETE may refuse access to the monument to any holder of a Ticket purchased by the Client that does not pass inspection.

SETE may refuse access to the monument to any holder of a Ticket purchased unlawfully (from a third party not authorised to resell Tickets).

CLAUSE 7 - LIABILITY

Visits to the Eiffel Tower are made at the Client's own liability and at the liability of the members of the Group and of the Group Manager.

SETE accepts no liability for unforeseeable and/or consequential damage suffered by the Client and/or the members of the Group and/or the Group Manager, such as for example: loss of earnings, loss of opportunity, loss of income, clientele or data, financial or commercial loss, business disruption or consequential loss.

SETE accepts no liability for failure to fulfil or incorrect fulfilment of its obligations under the General Terms of Sale if this is imputable to: (i) the Client; or (ii) unpredictable action by anyone not party to the contract (e.g. a member of the Group or the Group Manager) that is beyond SETE's control; or (iii) force majeure.

SETE accepts no liability for bad visibility from the summit of the monument.

SETE cannot assure the Client that the Website will meet all his expectations or that no errors will occur while the Client is using the Website.

The Website is available 24/7 unless closed for maintenance, repair, force majeure or events that are beyond SETE's control. SETE accepts no liability for loss or damage suffered by the Client or third parties as a result of: (i) inability to access the Website; (ii) internet failure; (iii) telecoms failure; or more generally failure (iv) caused by force majeure as defined by the French courts, while they are accessing the Website or placing an order.

SETE accepts no liability for harm suffered from internet use, e.g. loss of data, intrusion, virus or service breakdown.

SETE accepts no liability for incorrect use of the Website and/or the on-line ticketing service by the Client or third parties. Should compensation action be brought against SETE for failure by the Client to comply with the General Terms of Sale, SETE may join the Client to the action as third-party guarantor.

The Client has full liability for its decision to order a Ticket and for the method of Ticket issue he selects. SETE accepts no liability for malfunction caused by e-Ticket incompatibility with the Client's system.

CLAUSE 8 - INTELLECTUAL PROPERTY RIGHTS

SETE holds title or user rights to the Website and all its components (e.g. logos, trademarks, domain names, titles, images and other content provided by SETE).

CLAUSE 9 - PERSONAL DATA PROTECTION

In order to process orders and provide services, SETE processes personal data collected from Clients when they register with the Website and/or when they order Tickets. Clients' personal data may also be used for information and sales prospecting purposes by SETE (e.g. for sending e-mails or mailings with information on price changes, current promotions and extraordinary events organised by SETE) to offer products and services associated with the Eiffel Tower.

Personal data marked compulsory must be given to allow orders to be processed and on-line services provided. If the Client does not complete compulsory fields SETE will be unable to process his orders or provide services. SETE will be unable to contact the Client in the event a date, time or floor for which Tickets have been purchased is cancelled or changed, where this is possible.

Data is kept in the Client's personal account on the Website to facilitate transactions through the Website and ensure they are successfully completed

Pursuant to the Data Protection Act of 6 January 1978, the Client may access, amend and correct data concerning himself and for legitimate may refuse to allow its use, by contacting: Société d'Exploitation de la Tour Eiffel, Direction des Clientèles, 6, avenue Gustave Eiffel - 75007 Paris (France) giving his surname and first name, address and latest order number, where possible.

CLAUSE 10 - ACCOUNT TERMINATION

The Client may terminate his personal account at any time by making a request through his personal area.

SETE may terminate the Client's personal account as of right and without notice, legal formality or liability by sending an e-mail or letter should any of the following events occur:

- use of the ticketing service or Website that is contrary to public policy or public morals;
- violation of the intellectual property rights of SETE and/or a third party;
- any action affecting the operation of the on-line ticketing service or the Website;
- loss, hacking or unauthorised or fraudulent use of the user name and password;
- any other failure by the Client to fulfil any of his obligations under the General Terms of Sale.

SETE accepts no liability to the Client or third parties for termination of personal accounts in accordance with this clause.

The Client's personal account will be closed.

CLAUSE 11 - MISCELLANEOUS

11.1 - ELECTRONIC FILING OF AGREEMENTS AND PROOF AGREEMENT

SETE shall file orders with a value of over one hundred and twenty (120) euro along with receipts and invoices on a reliable, durable medium that shall constitute a true copy.

SETE shall keep said media for ten (10) years from execution of the contract or from delivery of the Ticket if this is not immediate. SETE shall ensure the Client has access at all times to the General Terms of Sale and shall provide him with a copy of them if he requests this by writing to SETE at the address given in clause 11.6 of this document.

SETE's electronic registers shall constitute proof of communications, orders, payments and transactions between them.

All electronic correspondence and/or communication and/or data transmission between the Client and SETE shall have the force of proof they would have had if they had been written on paper.

11.2 - CUSTOMER SERVICE

For information and questions about the order process the Client should contact SETE Professionals and Schools Customer Service:

- by phone on +338 92 700 016 (calls cost €0.35 inc. tax per minute from landlines in mainland France) between 09:00 and 12:30 Monday-Friday except on public holidays;
- by e-mail: professionnels@toureiffel.paris for professionals and scolaires@toureiffel.paris for schools.

11.3 - ORDER TRACKING

For information and questions about a completed purchase or to make a complaint, the Client should contact SETE Customer Service with his order number:

- by phone on +339 69 36 72 48 (cost of a local call from landlines in mainland France) between 09:00 and 12:30 Monday-Friday except on public holidays;
- by e-mail: professionnels@toureiffel.paris for professionals and scolaires@toureiffel.paris for schools or by clicking on "Contact us by e-mail".

11.4 - SEVERABILITY

Should any part of the General Terms of Sale be discovered to be invalid under the law or a final decision of the courts, it shall be deemed not written but shall not cancel the contract or affect the validity of the other provisions of the contract.

11.5 - APPLICABLE LAW - DISPUTES

The General Terms of Sale are subject to French law.

In the event of complaint, the Client must first contact Customer Services at the address shown under clause 11.3 of the General Terms of Sale.

Consumer Clients resident in France or in any other Member State of the European Union at the time of purchase may apply free of charge to a consumer ombudsman to settle amicably any contract dispute with SETE over this Agreement, in accordance with articles L. 151-1 ff. and R. 152-1 ff. Consumer Code. For this purpose SETE grants the Client a right of recourse to consumer mediation.

The consumer ombudsman with responsibility for SETE is:

MTV Médiation Tourisme Voyage

BP 80 303

75 823 Paris Cedex 17

www.mtv.travel

Consumer Clients resident in France or any other Member State of the European Union at the time of purchase may also use the European platform for on-line resolution of disputes at (<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home2.show&lng=EN>) to settle amicably any contract dispute with SETE over this Agreement.

Consumer Clients resident in a different Member State of the European Union at the time of purchase may also go to the website of the Committee for the Assessment and Control of Consumer Mediation (<http://www.mediation-conso.fr/>) to obtain assistance and information on the extrajudicial body responsible for settling consumer disputes in any other Member State.

Jurisdiction over legal proceedings shall lie with the relevant courts under ordinary rules.

11.6 - ADDRESS FOR SERVICE

For the purposes of these General Terms of Sale and the documents and consequences to which they give rise, the Parties give as their addresses for service:

SETE: Société d'Exploitation de la Tour Eiffel - 6, avenue Gustave Eiffel - 75007 Paris (France),

The Client: The address he has given on the order.

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ANNEX I - RULES FOR VISITING THE EIFFEL TOWER
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These Rules, which have been produced by Société d'Exploitation de la Tour Eiffel, *société publique locale* with € 8 965 623 share capital, registered office 6, avenue Gustave Eiffel - 75007 Paris, number 482 622 529 in the Paris Commercial and Companies Register (hereafter "**SETE**"), the operator of the Eiffel Tower for the Municipality of Paris, the owner of the monument, applies to visitors to the Eiffel Tower and to the clients of its restaurants, to persons and bodies authorised to use certain premises for meetings, receptions and other ceremonies and to non-SETE persons on the monument for professional reasons.

THE EIFFEL TOWER IS A NON-SMOKING MONUMENT.

I/ ACCESS TO THE MONUMENT

Clause 1:

The Eiffel Tower is open every day of the year from 09:30 to 23:45 (from 09:00 to 00:45 in summer). The sale of tickets ends 45 minutes before the monument closes. The last ascent to the summit is at 22:30 (23:00 in summer), unless the summit is closed early in very busy periods. Floor evacuation will begin 45-30 30 minutes before closure. SETE may change these times without notice for extraordinary events, bad weather, crowding or force majeure.

Clause 2:

Entry to and circulation in the monument when it is open to the public is by valid ticket only (e-Ticket, M-Ticket, paper ticket or badge issued by SETE).

Clause 3:

The type of ticket purchase determines whether access to the monument is by lift or stairs. Each ticket allows one single visit and must be kept until the end of the visit. Visitors may not re-enter the monument once they have left it.

Clause 4:

Direction of visit: if a number of floors are to be visited, the visit will start at the highest floor. Visitors with tickets for the summit must change lift on the 2nd floor. When descending, visitors may visit the other floors.

Clause 5:

If force majeure causes SETE to restrict access to all or part of the monument for over two (2) consecutive hours, reimbursement will be strictly in proportion to the duration of that restriction. If access is restricted because of a decision made by the public authorities, no refund will be payable.

II/ TICKET PURCHASE, ISSUE AND VALIDITY**Clause 6:**

The tickets sold at the Eiffel Tower ticket booths are for immediate access. The date and time of issue are printed on the ticket and are the reference used to allow access to the monument.

Clause 7:

Prices are stated in euro inc. tax and are payable in euro alone.

Clause 8:

Ticket prices are those applying at the purchase date and are shown on the Website. They are displayed at the Eiffel Tower ticket booths and its website at (<http://www.tou Eiffel.paris/>, <https://ticket.tou Eiffel.fr> or <https://ticketpro.tou Eiffel.paris/login>).

The ticket booth may request presentation of proof before issuing particular benefits or selling reduced-price tickets.

Clause 9:

Tickets may be purchased at the monument ticket booths in cash, by bank or credit card, by bank or postal cheque, by Eurocheque or Chèque Vacances. The ticket desk will issue a receipt if requested when making payment.

Clause 10:

Tickets are valid only for the period or hour printed on them. They cannot be returned, refunded or exchanged. Tickets cannot be resold to third parties. However, if the person purchasing the tickets at Group rates is a professional tourism operator, the Tickets may be resold to his own clients for visits. In addition, Clients reselling Tickets must inform the sub-purchaser that they are resellers and that all complaints must be addressed to them

SETE may refuse access to the monument to any holder of a Ticket purchased unlawfully (from a third party not authorised to resell Tickets). These tickets must be returned to SETE without compensation

Clause 11:

Lost or stolen tickets will not be refunded and no copies will be issued.

Clause 12:

SETE accepts no liability for force majeure events that disrupt monument visits or lead to it being entirely or partially closed to the public, such as bad weather (frost, wind, snow, etc.) or decisions by the public authorities.

III/ RESTRICTIONS ON ACCESS AND VISITOR BEHAVIOUR

Clause 13:

Visitors with reservations for the 1st floor restaurant or for events organised in the Gustave Eiffel Room should take the lift using the restaurant and Gustave Eiffel Room line. Visits to the upper floors of the Eiffel Tower should be made before the meal or cocktail party and to the 1st floor on the way down.

Clause 14:

Access to and circulation in all areas of the Eiffel Tower that are open to the public are also subject to clauses 18 to 23 below. SETE may without liability prohibit access to, or remove, any visitor who does not comply with these regulations.

Clause 15:

No objects that by their purpose or characteristics present a risk to the safety of persons, facilities or the monument may be brought into areas open to the public. Such objects include:

- * weapons and munitions,
- * explosive, inflammable and volatile substances,
- * blade and club-like weapons that could pose a danger to the public and personnel,
- * tools (especially cutters, screwdrivers, pliers, etc.),
- * excessively heavy, cumbersome or nauseating objects,
- * excessively large parcels or cases,
- * climbing equipment (especially for bungee jumping or parachuting) or any publicity material of any kind,
- * non-foldable children's push-chairs,
- * animals, with the exception of assistance dogs for persons certified as handicapped,
- * glasses and glass bottles, drinks cans,
- * excessive quantities of drink or food (at the discretion of the security officers).

Measuring devices are available in four areas of the forecourt and at security check before entry to the monument. Please note that the Eiffel Tower does not have left luggage or

cloakroom facilities. Items not allowed into the monument and thrown into a bin cannot be recovered.

Clause 16:

Visitors must behave correctly towards Eiffel Tower personnel and other visitors. The following are prohibited:

- * walking barefoot,
- * wearing anything that might disrupt public order,
- * lying on benches,
- * demonstrating and displaying banners.

Clause 17:

Pursuant to the municipal order of 15 February 2010 published in the *Bulletin municipal officiel de la Ville de Paris* on 26 February 2010, it is prohibited to:

- * climb the Eiffel Tower in any place and using any means,
- * jump from the Eiffel Tower from any place and using any means,
- * thrown anything from the monument.

On the ground, as on the monument, it is prohibited, unless previously agreed by SETE in writing, to do anything that might endanger persons or property or disrupt the proper conditions for visits, including:

- * climbing over barriers and systems for containing the public,
- * entering areas not open to the public (personnel areas, machine rooms, closed staircases or anywhere marked "*passage interdit*" [no entry]),
- * displaying banners of any kind,
- * demonstrating
- * throwing flares and similar items
- * holding group picnics
- * making inscriptions or graffiti of any kind,
- * running, sliding, jostling or climbing,
- * using roller skates or scooters,

- * interrupting public circulation and blocking passages and exits, particularly by sitting on the stairs,
- * smoking, eating or drinking outside dedicated areas,
- * throwing paper or rubbish on the floor, sticking chewing gum,
- * spitting on the ground or over the balustrades,
- * leaving, even for just a few moments, any personal item unattended,
- * leaving children unattended,
- * carrying children on the shoulders,
- * handling without good reason fire alarms or safety equipment (fire extinguishers, standpipes, etc.),
- * begging,
- * engaging in any commercial activity: publicity, propaganda or solicitation.

Clause 18:

For safety reasons, the summit is not open to persons in wheelchairs or with reduced mobility. Since access to the summit can lead to vertigo and sensory problems, persons suffering from these conditions are advised not to climb to the summit.

Clause 19:

Persons needing assistance and children under 12 must be accompanied by an independent adult.

Clause 20:

SETE may refuse access to the monument to anyone whose attitude, behaviour or clothing is considered likely to create problems inside the monument or with the visit.

V/ SAFETY AND SECURITY OF PERSONS AND PROPERTY

Clause 21:

Since the Eiffel Tower is an establishment open to the public (ERP), the purchase of a ticket constitutes acceptance by the ticket holder of the Tower's safety regulations and of the duty to accept any safety and/or security checks by its accredited personnel.

Clause 22:

Visitors shall do nothing to threaten the safety of persons and property.

Clause 23:

Security checks are carried out before entry to the Eiffel Tower. Ticket holders must congregate outside the waiting area for their booked entry time for security checks. For security and safety reasons, visitors will be asked to open their bags and packages and to show or allow inspection of their contents at entry to or exit from the monument and in any other place on the site when required by personnel and security officers.

Clause 24:

Refusal to comply with security checks, disturbing and upsetting other visitors or damaging the monument or its facilities shall lead to access being denied or immediate removal from the monument without compensation.

Clause 25:

Abandoned objects that appear to present a danger to the monument may be destroyed immediately without notice by the competent units.

Clause 26:

The entire Eiffel Tower site is under CCTV surveillance and all images are recorded and kept for thirty (30) days. Pursuant to law 95-73 of 21 January 1995, interested persons may, in accordance with the law, access recordings that concern them.

Clause 27:

Security officers should be informed of all accidents, illness, unusual events and unattended objects and bags.

If a doctor, nurse or first-aid specialist among the visitors should provide assistance, he must show his professional ID to the security officer and remain with the person who has become ill/had an accident until that person is removed. He should leave his name and address with Tower personnel.

Clause 28:

If a fire breaks out, visitors should remain perfectly calm. They should report it immediately:

* verbally to a security officer or any other member of staff on site,

* by using the alarm buttons located around the Tower, which are all connected to the main fire office.

If all or part of the Tower needs to be evacuated, this will be done in an orderly fashion under instructions from Tower personnel.

Clause 29:

Pursuant to article 223-6 Criminal Code (failure to give assistance to anyone in danger), all visitors must assist personnel if required.

Clause 30:

In the event of severe crowding, unrest, strike or anything that might compromise the safety of persons or property, all or part of the monument may be closed at any time during the day or opening hours may be changed.

Clause 31:

The Company accepts no liability for:

* theft (pickpockets) or any loss or damage suffered during visits,

* breakdown or shut-down of means of ascent or technical equipment,

* restricted access to particular areas or partial closure of the monument by SETE or any authorised administrative or public authority for reasons of safety, maintenance, severe crowding or bad weather.

Clause 32:

Lost children shall be handed to a security officer who shall take them to SETE reception in the north pillar or to the police station at the foot of the south pillar of the Eiffel Tower.

VII/ PROFESSIONAL PHOTOGRAPHY, RECORDING AND SURVEYS

Clause 33:

Professional audio and/or visual recordings of personnel and the public shall require the formal agreement of both SETE and the persons concerned. SETE accepts no liability in the event of violation of these requirements.

Clause 34:

Without prejudice to the previous clause, professional photography, filming and the recording of radio and television programmes are subject to special rules.

Permission to do the above must be requested from SETE in advance and in writing.

Written permits must be produced at all Tower controls.

Clause 35:

Visitor surveys and opinion polls must be authorised in advance by SETE in writing.

VII/ LOST AND FOUND

Clause 36:

Visitors should check they have left no personal effects behind on the Tower. Lost and forgotten objects must be registered with SETE reception in the north pillar of the Eiffel Tower.

Objects found in the Eiffel Tower will be kept for fifteen (15) days from their receipt by SETE reception (north pillar), during which time they may be claimed and recovered by their owners. Objects found but not reclaimed by the end of that period will be sent to Lost and Found at the police station at 36 rue des Morillons, 75015 PARIS.

SETE accepts no liability for objects lost in the Eiffel Tower. Perishables, items of no value or in very bad conditions (wet, dirty or ill smelling) will be destroyed each evening after closure.

VIII/ COMPLAINTS AND DISPUTES

Clause 37:

Complaints concerning terms of visits must be made on the spot so that a solution can be found.

Complaints concerning Ticket purchase, issue or validity - SETE will consider only claims concerning Tickets that have been sold at Eiffel Tower ticket booths or from on-line ticketing at:

- <http://www.tou Eiffel.paris/>,
- <http://ticket.tou Eiffel.fr/>
- <https://ticketpro.tou Eiffel.paris/login>

Complaints concerning the purchase, issue and validity of Tickets must be first made on the spot or by contacting SETE Customer Service:

by phone:

- individuals: on 09 69 36 27 07 (cost of a local call to a landline in mainland France) Monday to Saturday, 09:00 am to 5:00 pm except holidays;
- Professionals and schools: on 09 69 36 72 48 (cost of a local call to a landline in mainland France) Monday to Friday, 09:00 am to 12:30 pm except holidays;

by e-mail:

- individuals: serviceclients@tou Eiffel.paris ;
- Professionals: professionels@tou Eiffel.paris.

Consumer Clients resident in France or in any other Member State of the European Union at the time of purchase may apply free of charge to a consumer ombudsman to settle amicably any contract dispute with SETE over this Agreement in accordance with articles L. 151-I ff and R. 152-I Consumer Code. For this purpose, SETE therefore grants the Client a right of recourse to consumer mediation.

The consumer ombudsman with responsibility for SETE is:

MTV Médiation Tourisme Voyage

BP 80 303

75 823 Paris Cedex 17

www.mtv.travel

Consumer Clients resident in France or in any other Member State of the European Union at the time of purchase may also use the European platform for resolution of disputes (<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>) to settle amicably any contract dispute with SETE over this Agreement.

Consumer Clients resident in a different Member State of the European Union at the time of purchase may also go to the website of the Committee for the Assessment and Control of Consumer Mediation (<http://www.mediation-conso.fr/>) to obtain assistance and information on the extrajudicial body responsible for settling consumer disputes in any other Member State.

Jurisdiction over legal proceedings shall lie with the relevant courts under ordinary rules.

Clause 38:

These Rules for Visiting the Eiffel Tower are subject to French law. The general law courts alone shall have jurisdiction in the event of legal action.

ANNEX 2 - KEY ACCOUNT STATUS

The conditions for Key Account status are:

- the Client must be a registered travel agent;
- the Client has under the same company name and in the twelve (12) months prior to its request purchased at least fifteen thousand (15 000) Tickets on the Website, excluding Tickets purchased at School Group rates and has paid for and used them (checked when stamped). This figure does not include unused Tickets.
- visits made in connection with the above Ticket purchases must have been completed in the twelve (12) months preceding the request and at least twenty per cent (20%) of the purchases must have been made between 1 November and 31 March;
- the Client has in general complied, and continues to comply, with all General Terms of Sale and has complied, and has ensured compliance, by its staff and clients, with all Rules for Visiting the Eiffel Tower in force at the time of the visit. In the event of non-compliance with the SETE General Terms of Sale or with the Rules for Visiting the Eiffel Tower, the Client may not re-apply for Key Account status for three (3) years;
- the Client has signed a Key Account contract with SETE. Key Accounts are subject to a number of obligations. Failure to fulfil these obligations can lead to loss of Key Account status. In particular, Key Account Clients must use Tickets only for guided or accompanied Group visits sold to their own clients. In the event of failure to meet this condition, SETE may terminate the Key Account contract as of right and subject to notification only and the company may not re-apply for Key Account status for three (3) years;

- the Client has provided security equivalent to two (2) months' average turnover from the sale of Tickets in the calendar year prior to the request. The amount of the security will be adjusted each year.

The terms of sale of tickets to Key Account Clients are as follows:

- Ticket sales open on the Website at 08:30, 90 days before the visit date. Tickets may be reserved on the Website up to 3 hours prior to visit;
- Ceiling on reservation between D-90 (08:30) and D-90 (12:00) is based on the monthly volumes purchased and used in the same month the previous year. This is a monthly total only and each company shall be responsible for managing the daily allocation of its own reservations.
- Ticket reservations may be cancelled up to D-4 (96 hours) before the visit. Reservation cancellations may not exceed twenty per cent (20%) per month. The cancellation rate in any given month shall be calculated on the basis of total Tickets returned versus total Tickets reserved at any given date. If the rate is exceeded for three (3) consecutive months, SETE may terminate the Key Account contract and the company concerned shall be unable to re-apply for Key Account status for three (3) years. Once the cancellation rate has been overstepped, all cancelled Tickets shall be billed;
- Orders shall be billed at the end of the month in which the visits relating to ordered and confirmed Tickets were made. Tickets shall be confirmed when they can no longer be cancelled. Invoices shall be payable on receipt by bank transfer. In the event of late payment the Client shall be unable to access his personal account on the Eiffel Tower Website.
- Key Account Tickets may be used only for guided or accompanied visits sold to the clients of Key Accounts. In the event of breach of this requirement, SETE may terminate the Key Account contract and the company concerned may not re-apply for Key Account status for three (3) years.