

GENERAL TERMS AND CONDITIONS OF SALE

Updated : August 09, 2024

ARTICLE 1 : PRESENTATION

SEZAME, a simplified joint stock company (SAS) with a share capital of 1,000 euros, headquartered at 10 rue Blacas in NICE (06000), is registered with the Nice Trade and Companies Registry under number 914 716 220.

Intracommunity VAT number: FR48914716220

E-mail address: contact@joinsezame.com

These general terms and conditions of sale (the "**GTC**") apply to all Experience bookings made by a Customer on the Site. They are available on the SEZAME website at <https://joinsezame.com/>.

SEZAME reserves the right to modify its GTC at any time. However, the terms and conditions applicable are those in force on the date of reservation by the Customer.

Each of the Experiences selected is subject to the specific General Terms and Conditions of Sale of the partner Hotel and to these General Terms and Conditions of Sale.

ARTICLE 2 : DEFINITIONS

Capitalized terms used in the body of the GTC, whether singular or plural, shall have the meanings set forth below.

- **Customer** : Refers to any individual or legal entity making one or more Reservations.
- **Experiences**: Refers to offers, excluding accommodation, proposed by Partner Hotels on the site.
- **Partner Hotel**: Refers to a SEZAME partner hotel whose offers are published on the Site.
- **Reservation**: Refers to any purchase of an Experience made by a Customer on the Site and confirmed by SEZAME.
- **Site**: Refers to the website accessible at <https://joinsezame.com/>.

ARTICLE 3 : OBJECT

SEZAME provides users of the Site with an online platform for booking Experiences offered by its Partner Hotels.

SEZAME offers Experiences on the Site in the name and on behalf of its partner Hotels.

The purchase of Experiences by a Customer implies contractual acceptance without reservation of the entirety of the GCS in force at the date of purchase.

ARTICLE 4 : BOOKING EXPERIENCES

4.1 Reservation Process

Experiences can only be booked via the Site. The Customer can proceed with the reservation by logging in to a Sezame account, a Google account or, if he/she does not have one, by logging in "as a guest", according to the following steps:

1-The Customer chooses the desired Experience on the Site and selects either "**Reserve**" or "**Offer as a gift**" to access the Experience Reservation process.

2- The Customer selects the quantity, day and time proposed on the page dedicated to the Experience.

When the schedule is not proposed in the reservation process, SEZAME informs the Customer that the Partner Hotel will contact the Customer within 24 hours of the reservation to agree on a time slot.

When agreement is reached between the Partner Hotel and the Customer on a time slot, SEZAME sends the Customer an e-mail confirming the Reservation and payment for the Experience.

In the absence of an agreement on the time slot or a response from the partner Hotel within 24 hours of the reservation, SEZAME will send the Customer an e-mail confirming the cancellation of the Reservation and informing him/her that the bank imprint associated with the Reservation will be cancelled within 5 to 7 days.

3- Before proceeding to the next step, the Customer has the option of filling in a field entitled "Additional Information" in order to provide SEZAME with any type of information that may be useful for the successful completion of the Experience (e.g. allergies, illness, pregnancy, etc.).

4- By clicking on "Next", the Site displays the summary form containing the details of the Reservation request (quantity, date, time, location and price). Before proceeding with the booking and payment, the Customer must check the summary sheet containing the details of the chosen Experience(s).

5- To confirm the Reservation, the Site offers the Customer the option of reserving the Experience(s) by logging in to a Sezame account, a Google account or "as a guest". When logging in "As a Guest", the Customer only needs to enter his/her personal details (first name, surname, telephone number and e-mail address) and credit card details to proceed with payment.

6- Having read the GTC, the Customer may confirm and pay for the reservation by clicking on "pay". By validating the reservation, the Customer acknowledges having read and accepted the GTC and definitively accepts the reservation subject to the reservations set out in articles 7 and 8 below.

If the Customer has booked an Experience without a time slot, the amount of the chosen Experience will be subject to a bank imprint constituting a pre-authorization of payment. Payment will be confirmed under the conditions defined in article 4.1, 2° .

The Customer validates the payment by clicking on "pay" to finalize the Experience Reservation.

4.2. Booking confirmation

Once payment has been validated, SEZAME will send a booking confirmation to the Customer, by e-mail, to the address provided by the Customer, within a maximum of one (1) working day following the date of receipt of the sums via the payment service provider Stripe for the booking.

If the Customer has not received this confirmation e-mail, he/she is invited to check his/her spam folder. If this e-mail does not appear in "spam", the Customer is invited to contact SEZAME by e-mail at contact@joinsezame.com.

On the day of the Reservation, the Customer must present the Reservation confirmation and a valid form of identification to the Partner Hotel.

ARTICLE 5 : PRICE AND PAYMENT TERMS

The price of the Experience, displayed on the Site, is that in effect at the time of reservation and corresponds to the price of the Experience reserved, all taxes included (TTC).

SEZAME has a mandate to collect, in the name and on behalf of the Partner Hotels, the sums due by the Customer in respect of the Booking of one or more Experiences.

Payment will be made in cash at the time the Experience is booked on the Site.

Payment for the Experience is made by credit card or prepaid gift card:

(a) By credit card: Payment for the Experience is made by credit card (Visa/Mastercard/American Express), by entering the card number, expiry date and CVV code on the back of the card directly in the appropriate field.

For security reasons, all payments made on the Site by credit card are made via the Stripe payment service provider.

The commitment to pay by card is irrevocable. By providing their bank details at the time of booking, the Customer authorizes SEZAME to debit their card for the total amount of the booking.

However, in the case of a Reservation for which the time has not been fixed at the time of the order, the Customer authorizes SEZAME to take a bank imprint, under the conditions defined in article 4.1, 2° of the General Terms and Conditions.

(b) By prepaid gift card: payment for the Experience is made by gift card, by entering the personal number of the gift card in the box entitled "Promotional code". If the amount of the gift card is less than the amount of the Experience, the Customer may complete the payment by credit card.

Any purchase of Experiences by a Customer that is not made via the Site but directly with the Partner Hotel will be invoiced separately by the Partner Hotel.

ARTICLE 6 : GIFT CARD

SEZAME offers the Customer the possibility of purchasing a prepaid gift card to be used as a means of payment for the Reservation of an Experience on the Site. The Customer chooses the amount to be credited to the gift card. The gift card is a payment card valid for 1 year from the date of purchase.

In accordance with the provisions of the French Consumer Code, for the online purchase of a prepaid gift card, the Customer will benefit from a withdrawal period of fourteen (14) calendar days from the date of receipt of the order, without having to justify his decision or incur any penalties.

Customers may exercise their right of withdrawal:

- Either by completing the withdrawal form attached to these GTC and returning it, duly completed and signed, by e-mail to contact@joinsezame.com or by post to 10 rue Blacas, NICE (06000).
- Or by sending an e-mail to contact@joinsezame.com or a letter to the postal address 10 rue Blacas, NICE (06000), informing SEZAME of your clear and unambiguous decision to withdraw from your online Reservation.

Once SEZAME has received the withdrawal request, it will immediately send the Customer an acknowledgement of receipt of the withdrawal. Any retraction carried out in accordance with the conditions of this article will give rise to a refund of all sums paid, within a period of fourteen (14) days from the date on which the Client informed SEZAME of his/her decision to retract.

Once the Customer has exercised his/her right of withdrawal, the gift card may no longer be used. The Customer may download the gift card as a printable pdf immediately after purchase.

Gift cards are neither exchangeable nor refundable once the withdrawal period has elapsed, even if they have not been used during their year of validity.

ARTICLE 7 : NO RIGHT OF WITHDRAWAL

The legal provisions applicable to contracts concluded at a distance, set out in article L.221-28 of the French Consumer Code, stipulate that the right of withdrawal cannot be exercised for contracts:

" 2 ° For the provision of accommodation services, other than residential accommodation, goods transport services, car rental, catering or leisure activities which must be provided on a specific date or at a specific time".

The Customer therefore has no right of withdrawal for booking an Experience on the Site on a specific date.

However, for the purchase of a gift card for a specific amount, the Customer has a right of withdrawal of 14 days following the date of receipt of the purchase confirmation by SEZAME, under the conditions defined in article 6 of these GTC.

ARTICLE 8 : ABILITY TO CANCEL RESERVATION

All Reservations for an Experience are binding, and the Customer acknowledges that the Reservation is not subject to the right of withdrawal provided for in the French Consumer Code.

However, SEZAME offers the Customer the option of cancelling the Reservation up to 24, 48 or 72 hours before the start date of the Reservation, depending on the cancellation policy of the Partner Hotel (indicated in the details of the Reservation), by sending an e-mail to SEZAME at contact@joinsezame.com or a letter to the postal address 10 rue Blacas in Nice (06000). The date of receipt of the postal letter by SEZAME will be taken into account when calculating the cancellation period.

In this case, all sums paid by the Customer for the Reservation will be reimbursed by SEZAME.

ARTICLE 9 : RESPONSIBILITY

The Customer is reminded that SEZAME is only responsible for the distribution of Experiences and the transmission of Reservations to Partner Hotels.

Consequently, SEZAME cannot be held liable to the Customer for any failure on the part of the Partner Hotel in the execution of the Experience(s).

Partner Hotels assume full and exclusive liability in tort or contract to the Customer for the execution of the Experience(s). In the event of failure in the execution of the Experience(s), only the defaulting Partner Hotel may be the subject of a liability action brought by the Customer.

Furthermore, SEZAME shall not be held liable in the event of damage attributable either to the Customer, or to a third party not involved in the provision of the Experiences included in the Reservation, or to a case of force majeure.

The Client is obliged to inform SEZAME of any non-conformity observed during the stay, as soon as possible and by any written means.

Furthermore, SEZAME may not be held liable for any errors made by the Customer in providing or failing to provide information when making a Reservation on the Site, which may prevent the execution of the Experience.

ARTICLE 10 : ASSURANCES

SEZAME has taken out civil and professional liability insurance with Assurup (n° RCP22071448836).

ARTICLE 11 : FORCE MAJEURE

SEZAME shall not be held liable for any breach of any of its obligations resulting from an event of force majeure as defined by article 1218 of the French Civil Code.

In particular, SEZAME will be deemed not to have committed any breach in the event of a force majeure event preventing the execution of the Reservation, notably floods, health epidemics, bad weather, storms, earthquakes, riots, states of emergency, terrorist acts, war, strikes, suspension or stoppage of a sporting event, any legal or regulatory obligation or obligation of public order imposed by the competent authorities, and which would have the effect of substantially modifying the GTC, as well as any other event of force majeure or fortuitous event within the meaning of article 1218 of the French Civil Code.

In such a case, SEZAME will immediately inform the Customer by any means.

If, due to an event of force majeure, a Reservation is entirely and definitively cancelled, the Customer will have the choice of either being reimbursed the full amount of the Reservation, or requesting the issue of a credit note for an amount corresponding to the amount of the Reservation. In this case, the credit note will be valid for one (1) year from the date of issue for a Reservation of the same amount.

In all cases resulting from force majeure, the Client may not claim any compensation from SEZAME.

ARTICLE 12 – CLAIMS - DISPUTES - MEDIATION - APPLICABLE LAW

For any complaint concerning the Experience, the Customer must contact the Partner Hotel or SEZAME as soon as possible at contact@joinsezame.com or by post at the following address: 10 rue Blacas, Nice (06000).

In the event of a negative response or in the absence of a response from SEZAME or the Partner Hotel within sixty (60) days, the Customer may refer the matter to the CM2C Mediator under the conditions defined in articles L.611-1 et seq. of the French Consumer Code.

The mediator's contact details are as follows: 14 rue Saint Jean 75017 Paris - <https://www.cm2c.net/>.

Failing amicable resolution of the dispute, it will fall within the jurisdiction of the competent courts in accordance with the provisions of the French Code of Civil Procedure.

If any of the stipulations of the GTC should be declared null and void or inapplicable, in view of a rule of law in force or a judicial decision that has become final, it will be modified in order to obtain its validity or will be deemed unwritten, without this leading to the nullity of the GTC, nor altering the validity of its other stipulations.

The fact that SEZAME or the Client does not claim the application of any of the stipulations of the GTC or accepts its non-performance, whether permanently or temporarily, shall not be interpreted or constitute a waiver by SEZAME or the Client of its right to subsequently enforce this or any other stipulation of the GTC.

ARTICLE 13 : PERSONAL DATA - COLD CALLING

The Customer is invited to consult the privacy policy ([accessible here](#)) to find out how SEZAME uses, processes and protects the personal data that the Customer submits to SEZAME when booking an Experience and when using the Site in any other way.

The Customer may request, free of charge, that his or her telephone number be registered on the BLOCTEL telephone anti-solicitation list, available at the following address: www.bloctel.gouv.fr.

Annexe 1
FORMULAIRE DE RETRACTATION

Société Sezame
10 RUE BLACAS, 06000 NICE
contact@joinsezame.com

Je vous notifie par la présente, ma rétractation du contrat portant sur la vente du ou des Produit(s)/service(s) ci-après mentionné(s) :

Commandé le :

Reçu le :

Numéro de commande :

Nom du client :

Adresse du client :

Date :

Signature du client :