

Terms of Sales

Escape Game “Josephine’s Underwear”

These general conditions of sale are available at any time and systematically brought to the attention of each customer/user in order to enable them to place an order.

Thus, placing an order and checking the box “I accept the general conditions of sale” during the payment process implies the customer’s full and unreserved acceptance of these general conditions of sale.

1. CONCEPT

“Josephine’s underwear” is a life-size escape game concept belonging to SARL JOSEPH’IN LES MILANDES. These general conditions of sale are applicable to any contract for the provision of the GAME ROOM concluded between SARL JOSEPH’IN LES MILANDES, located at CHÂTEAU DES MILANDES and the users of the room, who will subsequently be called “players”.

Whether they have booked personally or are part of the team of the person who made the reservation, hereinafter referred to as “the buyer”. These conditions also apply regardless of the method of reservation, whether made via the Château des Milandes website: www.milandes.com or with the Château des Milandes staff. The gaming space made available to players is called the “GAME ROOM”. The game game for which the buyer reserves and pays on the site is called “GAME SESSION”.

2. PURPOSE

These conditions aim to govern the relationship between SARL JOSEPH'IN LES MILANDES and the players, in particular with regard to the provision of a GAME ROOM.

SARL JOSEPH'IN LES MILANDES and the players undertake to comply with these contractual conditions, as well as with all local and national laws and regulations, and other instructions from administrative authorities, as well as with the rules issued by insurers. if applicable.

The GAME ROOM is located in the Château des Milandes, a listed Historic Monument, at the level of the square tower, above the large spiral staircase.

SARL JOSEPH'IN LES MILANDES holds the right, at any time, to modify or have modified the terms and conditions below, as well as the prices and content displayed on its Site.

Likewise, SARL JOSEPH'IN LES MILANDES may modify the scenario of a game, the elements or decorations without notice or information.

3. SERVICES AND OBLIGATIONS OF SARL JOSEPH'IN LES MILANDES

SARL JOSEPH'IN LES MILANDES grants players the right to occupy a GAME ROOM, for the sole purpose of participating in the corresponding game, for a maximum duration of 60 minutes, within the reservation window.

To this period of 60 minutes is added a briefing at the start of the Game and a debriefing at the end of the Game. In all cases, and for the purposes of welcoming the following players, the total duration of presence of the players for a reservation is 90 minutes maximum.

SARL JOSEPH'IN LES MILANDES cannot be held responsible for damage suffered by a player due to their negligence or misuse of the GAME ROOM or damage caused by a player to another player.

4. PLAYER'S OBLIGATIONS

- The minimum age recommended for the escape game “Les Dessous de Joséphine” and SARL JOSEPH'IN LES MILANDES is 10 years old. Minors aged 10 to 16 can only access the GAME ROOM if they are accompanied and placed under the responsibility of an adult. SARL JOSEPH'IN LES MILANDES reserves the right to request an identity document to verify the age of players.

Any person reserving and paying for access to the GAME ROOM for a minor is presumed to have parental or tutelary authority over said minor. SARL JOSEPH'IN LES MILANDES reserves the right to request any supporting documentation in this regard.

- The player undertakes to behave in a respectable manner, as a good father, to cooperate with the staff of SARL JOSEPH'IN LES MILANDES, to maintain the GAME ROOM and its equipment in good condition, to use it in accordance with the use provided for herein, as well as by the displays placed in the premises of the GAME ROOM and stated orally by the staff of SARL JOSEPH'IN LES MILANDES. He will take care not to cause any damage to other users or to the property of SARL JOSEPH'IN LES MILANDES.

The player already accepts that any damage caused by improper use of the gaming rooms and other property of SARL JOSEPH'IN LES MILANDES will be invoiced to him. Access to any online or counter reservation will be refused until the repairs due, invoiced by SARL JOSEPH'IN LES MILANDES, have been paid.

SARL JOSEPH'IN LES MILANDES reserves the right to prohibit access to the gaming rooms and its premises to any person who does not comply with these conditions or whose behavior

is outrageous, aggressive, violent and/or under the influence of alcohol or narcotics, without any compensation or reimbursement to the person concerned.

The player who has reserved the GAME ROOM agrees to be jointly and severally responsible for the actions of any player taking advantage of his reservation.

5. SECURITY

The player undertakes to respect all security measures given to him, whether contractual, displayed on site or given orally by the staff of SARL JOSEPH'IN LES MILANDES

Smoking is strictly prohibited inside the castle and the GAMES ROOM and all other premises of SARL JOSEPH'IN LES MILANDES.

The player may not take food or drink into the GAME ROOM, nor dangerous sharp, blunt, flammable or toxic objects, nor access the premises of SARL JOSEPH'IN LES MILANDES accompanied by an animal.

Personal effects (bags of all kinds, coats, etc.) will be left in the management room before entering the GAME ROOM, in order to facilitate compliance with these prohibitions.

The player undertakes to read and respect the safety and fire protection instructions,

- Additional instructions: Due to the very nature of the concept (secret enigmas), audio, photo and/or video capture devices, bags, bulky or dangerous objects, notably mentioned on the displays of the premises and the site, are prohibited in game rooms.

SARL JOSEPH'IN LES MILANDES expects its players not to disclose the details of the game directly and/or indirectly.

6. DURATION OF A GAME

The right for players to occupy a GAME ROOM is limited to a maximum duration of 60 minutes (or any other duration agreed upon when booking), regardless of the progress of the players in the game room.

However, players agree to vacate the GAME ROOM as soon as the goal of the GAME has been achieved, without any partial reimbursement being due to them.

7. RESERVATION

The provision of a GAME ROOM is subject to reservation and prior payment.

All reservations are made from the website and/or directly by telephone or email depending on availability. The reservation is only firm and final after receipt of the reservation confirmation email, which is sent to the buyer at the end of the payment process.

In certain exceptional cases, the staff of SARL JOSEPH'IN LES MILANDES can make the reservation on behalf of the buyer if the latter cannot make the reservation themselves on the site. In these specific cases, the buyer accepts that this type of reservation does not entail any liability on the part of SARL JOSEPH'IN LES MILANDES or its staff, the staff then only acting as a data entry operator, according to the instructions given by the buyer. The BUYER therefore waives any recourse due to misuse, a breach of the confidentiality of his data or fraudulent use of his account.

To be admitted to the GAME ROOM, any player must:

- confirm the name of the person making the reservation or the name chosen for the team
- present a copy of the reservation confirmation email (paper version or via smartphone)

A reservation is only acquired when it is paid for. Our online ticketing will not be accessible between December 30, 2023 and March 30, 2024; the BUYER will therefore be required to pay for their place directly at CHÂTEAU DES MILANDES or by check or transfer before the date of the game.

SARL JOSEPH'IN LES MILANDES reserves the right to refuse any reservation to a buyer who has not paid all the services invoiced.

A reservation is neither transferable nor resalable for commercial or promotional purposes. SARL JOSEPH'IN LES MILANDES decides its own choices of commercial and promotional partnerships.

In accordance with the applicable regulations resulting from Directive 2011/83 of October 25, 2011 relating to consumer rights, we inform you that you cannot exercise the right of withdrawal when reserving remotely “other accommodation services” only for residential purposes, transport of goods, car rental, catering or services linked to leisure activities if the contract provides for a specific date or period of execution”. Consequently, you cannot benefit from the option of withdrawal, cancellation or reimbursement for the Services offered under these conditions of sale.

For gift vouchers, and only for gift vouchers, and in accordance with the provisions of article L.121-21 of the Consumer Code, in the event of distance selling, the BUYER has a withdrawal period of 14 days from receipt of the gift voucher by the buyer without having to provide reasons or pay penalties.

8. CANCELLATIONS – SCHEDULE CHANGES

The recorded reservation cannot give rise to any cancellation, modification or refund other than the conditions stipulated below,

- A BUYER can request and obtain cancellation of the reservation 96 hours in advance, against reimbursement by check.
- Reservations are firm and cannot be modified 96 hours before the start of the GAME SESSION.
- Gift vouchers are not refundable.

In the event of force majeure, SARL JOSEPH'IN LES MILANDES reserves the right to cancel or modify the times of a game session. In the event of cancellation by SARL JOSEPH'IN LES

MILANDES, the amount of the reservation will be refunded. by cheque. In the event of a change in schedules, the buyer will be contacted in order to find a new requested game slot and reschedule the game session. In the event of no agreement, SARL JOSEPH'IN LES MILANDES will reimburse THE BUYER by check.

9. DELAY

PLAYERS must show up at the time of their reservation.

SARL JOSEPH'IN LES MILANDES reserves the right to refuse access to the GAME ROOM of a PLAYER in the event of a delay of more than 15 minutes compared to the time of reservation, without any reimbursement. is due by SARL JOSEPH'IN LES MILANDES. In all cases, the GAME ROOM must be vacated at the time stipulated in the initial reservation.

Times and dates are reminded in the order confirmation email sent automatically after purchase.

Access may also be refused to any person appearing to be intoxicated or under narcotics or exhibiting aggressive or violent behavior or who SARL JOSEPH'IN LES MILANDES deems unsuitable for the nature of the game.

10. PAYMENT AND PRICES

The prices for reservations are indicated on the Website www.milandes.com and displayed at the reception of the GAME ROOM, in euros including tax, for a period of 60 minutes of availability of the GAME ROOM. These prices can be modified at any time, the service being however invoiced at the rate in effect at the time of payment of the reservation.

The price per player decreases depending on the number of players within the same team, the date and time, as indicated on the Site and at the GAME ROOM reception.

As long as online ticketing is in progress for the escape game, the BUYER must come to the CHÂTEAU DES MILANDES reception at least 30 minutes before the planned reservation time

to reserve and pay by card credit, bank transfer or cash (in euros), the total amount of your reservation.

SARL JOSEPH'IN LES MILANDES has entrusted its payment system to a service provider specializing in securing online payments and does not store any data linked to the payment system in its databases.

Payment in full is required at the time of booking.

In the event that a lower number of players than those planned at the time of reservation show up on the date of reservation, the corresponding price difference is not refunded.

In the event that a number of players greater than the number planned at the time of reservation arise, the price difference will have to be paid before being able to access the GAME ROOM, within the limit of the number of players authorized for the GAME ROOM as well. as indicated on the website.

SARL JOSEPH'IN LES MILANDES reserves the right to refuse any reservation to a person remaining in debt to SARL JOSEPH'IN LES MILANDES for all amounts invoiced.

The prices are decreasing according to the number of players in the same team, in the event of a change in the team, the players will arrange between themselves for the redistribution or reimbursement of the sums. The responsibility of SARL JOSEPH'IN LES MILANDES is not engaged on this subject.

In the event of damage to the gaming rooms during the session, and in the event of non-compliance with safety and behavior instructions, a fee of €30 including tax will be requested.

11. PERSONAL DATA

The purchaser of a Game Session is responsible for the information entered on the online reservation form.

The buyer of the reservation and the players who enter their telephone details on already agree to be contacted by SARL JOSEPH'IN LES MILANDES by telephone or SMS within the framework of the game.

SARL JOSEPH'IN LES MILANDES undertakes not to communicate the personal data it collects to any third party (unless requested by an authorized legal institution).

In accordance with the provisions of articles 38 and following of law 78-17 of January 6, 1978 relating to data processing, files and freedoms, any user of the Site has a right of access, rectification, deletion and opposition to personal data concerning him. To exercise this right, any request must be sent to the person responsible for personal data, by email to contact@milandes.com or by post to the address indicated at the header hereof.

No personal information of a player or the buyer is collected and/or published without the knowledge of the PLAYERS, exchanged, transferred, assigned or sold on any medium to third parties.

12. PHOTOS AND CAMERAS

Photos of each team of players may be taken before or after the game session. These photos may be used by SARL JOSEPH'IN LES MILANDES in order to supply its WEBSITE or its digital sphere (Examples without restriction, Facebook, Instagram etc). Players will be asked for their consent beforehand. SARL JOSEPH'IN LES MILANDES cannot be held responsible for the use made of the photos by the players and/or the buyer.

Each ROOM has a video surveillance and listening device allowing SARL JOSEPH'IN LES MILANDES staff to monitor gaming sessions and direct players if necessary. This device only contributes to gameplay and does not record players' gaming sessions.

13. RIGHTS AND COMPETENT COURTS

These general conditions and any contract concluded incorporating these terms and conditions are governed by French law and all disputes are subject to the exclusive jurisdiction of the French courts.