

Terms and Conditions for Panda Club and Science Club Activities

By registering for and participating in activities organized by the Panda Club or the Science Club of the National Museum of Natural History, the participant or the person(s) exercising parental authority, respectively, accepts these general terms and conditions.

Art. 1 Conditions of Participation and Registration

Any young person who meets the following conditions may register for Panda Club or Science Club activities:

- Age requirement: The participant's age must match the age specified for the activity
- Language requirement: The participant must be proficient in the language(s) used for the activity
- Activity-specific requirements: The participant must possess the skills required for the activity in question (e.g., know how to swim, know how to ride a bicycle, etc.). Where applicable, these are listed in the program.

The Panda Club and the Science Club reserve the right to cancel a participant's registration if one or more of the listed conditions are not met.

The data collected as part of the registration for an activity is necessary for the proper preparation and smooth running of the activities. It is important that all data be accurate and truthful. An incomplete or incorrect registration may be refused.

Registrations are processed in the following order of priority:

- Applications are processed based on the date they are received by the Panda Club or Science Club office.
- Only registrations submitted via the <https://booking.mnhn.lu/booking> portal are valid and will be considered.

Registration is not final until a confirmation letter is received and, if applicable, the participation fee has been paid.

Art. 2 Payment

The participation fee for activities taking place at the Naturmusée is to be paid at the museum ticket office.

The participation fee for activities outside the Naturmusée must be paid on-site to the activity coordinator for fees ranging from €5 to €20. Any participation fee

exceeding €20 must be paid by bank transfer. For these payments, the amount indicated on the confirmation letter must be transferred to the State Treasury's bank account at BCEE (BIC Code: BCEELULL / IBAN: LU71 0019 1855 1729 0000) no later than one week before the proposed activity (unless otherwise specified). The name of the activity, the participant's name, and the national identification number of the account holder must be provided at the time of the transfer.

Participation in recreational camps with accommodation is strictly contingent upon the payment of participation fees by the deadline specified in the confirmation letter. After this deadline, participation will be automatically and irrevocably canceled.

Art. 3 Cancellation of Participation in an Activity Paid by Bank Transfer

To receive a full or partial refund of participation fees paid in advance, the participant or their guardian must submit a refund request within 2 months of the cancellation, using the "Refund Request" form attached to the confirmation letter. After this deadline, a refund will no longer be possible.

The refund conditions are as follows:

for short-term activities (half-day or full-day)

- Cancellation more than two business days before the activity: full refund (100%) of the amount paid
- Cancellation less than two business days before the activity: partial refund (80%) of the amount paid. Upon presentation of a medical certificate stating that participation in the activity is not possible, a full refund (100%) will be granted

for weekends and recreational camps with accommodation in the Grand Duchy of Luxembourg

- Cancellation more than 4 weeks before the activity: full refund (100%) of the amount paid
- Cancellation between 4 and 2 weeks before the activity: partial refund (80%) of the amount paid.
- Cancellation less than 2 weeks before the activity with a medical certificate prescribing non-participation: partial refund (50%) of the amount paid.
- Cancellation less than 2 weeks before the activity without a medical certificate stating that participation is not permitted: no refund will be granted

However, if a new participant (m/f) can be found to fill the vacated spot, the full amount of the advance payment will be refunded to the person who canceled.

For weekends and recreational camps with accommodation abroad

- Cancellation more than 4 weeks before the activity: full refund (100%) of the amount paid
- Cancellation between 4 and 2 weeks before the activity: partial refund (50%) of the amount paid.
- Cancellation less than 2 weeks before the activity: no refund will be issued

However, if a new participant (m/f) can be found to fill the vacated spot, all advance payments will be refunded to the person who canceled.

We recommend that you purchase travel cancellation insurance from your insurer.

Art. 4 Reduction of Participation Fee

Since the MNHNL has joined the “Kulturpass” program, any holder of a “Kulturpass” card is eligible for a reduction in participation fees. The request for a reduction in participation fees must be submitted at the time of registration for the activity and must be accompanied by a copy of the “Kulturpass” card.

Art. 5 Medical Information

To best ensure the participant’s well-being, information regarding the participant’s health must be complete and accurate. For activities involving overnight stays, it will be necessary to complete a medical form (provided by us) and return it to the Panda Club or Science Club before the activity begins. However, if a participant in a short-term activity has health issues that could affect the activity, they must inform the activity leader before the activity begins. During an activity, only the medications listed on the medical form may be administered to the participant by the activity leaders. It is therefore the responsibility of the participant, or their legal guardian, to provide a comprehensive list of medications to be administered, including full details regarding the method of administration.

Under no circumstances may the MNHNL be held liable for any deterioration or decline in the participant’s health, nor for any medical conditions, drug interactions, or side effects, nor for any symptoms or other health issues arising in the participant during or following the activity.

by administering medications as prescribed and listed in the medication administration chart in the medical record.

Art. 6 Insurance

The activities of the Panda Club and the Science Club fall under the scope of Article 91 of Book II of the Social Security Code and are covered by accident insurance in the event of bodily injury occurring during an activity organized by the National Museum of

Natural History. However, participants must be duly and previously registered for the activity.

Details regarding the procedures applicable in the event of bodily injury resulting in medical expenses not covered by accident insurance: these expenses are the responsibility of the child's parents or guardians, who must submit supporting documentation to the Health Insurance Fund to obtain reimbursement.

In addition, all Panda Club and Science Club activities are covered, for participants who have duly and previously registered, by a CIVIL LIABILITY policy taken out by the National Museum of Natural History with an insurance company duly authorized to operate in the Luxembourg market.

This company insures the policyholder against the financial consequences of CIVIL LIABILITY which, due to an ACCIDENT occurring during the policy's validity period, may be imposed on the policyholder by a third party, pursuant to Articles 1382 through 1386 of the Civil Code or under equivalent foreign legislation based on the same principles.

This policy covers PROPERTY DAMAGE caused ACCIDENTALLY during the insured activities,

- by participants (instructors, children, young people) to third parties
- by participants to other participants

The FAULT of the instructor/participant is the BASIC CONDITION for liability to apply. This fault may result either from a failure to comply with a specific legal obligation or from a violation of a normal rule of conduct. The fault must be established by the injured party under Articles 1382 to 1384 of the Civil Code.

Excluded from coverage are damages caused intentionally or fraudulently by the insured, as well as damages resulting from notoriously reckless acts or when the insured is under the influence of narcotics, intoxicated, under the influence of alcohol, or suffering from mental disorder.

Art. 7 Protection of Privacy and Right to One's Image

The MNHNL respects the privacy of its participants and, more generally, of all persons with whom it comes into contact, in strict compliance with applicable legislation regarding the protection of privacy and individual freedoms.

In order to document its activities and to promote similar or comparable activities in the future, the MNHNL records the events in question through the activity leaders or, where applicable, professional photographers. In this regard, photographs and/or video recordings may be taken during the activity.

The photographs and video recordings are intended for use in printed or electronic documents, books, brochures, promotional materials, magazines, newsletters, the website, social media, and other similar materials produced by the MNHNL, for non-commercial purposes.

When registering for an activity offered by the MNHNL, the dual consent of the participant and/or their legal representative is required. To this end, a “Privacy Protection” form must be completed by the participant and/or their legal representative. It should be noted that the participant and/or their legal representative may withdraw this consent at any time. In any case, the MNHNL undertakes to respect the choice of the participant or their legal representative.

If, under any circumstances, a participant appears in a photo published on one of the websites operated by the MNHNL and wishes to request its removal, they are asked to send an email to mediation@mnhn.lu, providing their name, email address, and the direct link to the photo in question on the relevant website. After verifying the validity of the request, the MNHNL will proceed, within a reasonable timeframe, to remove the photo from the relevant website.

Art. 8 Protection of Personal Data

General Provisions

The purpose of these terms and conditions is to inform the reader about the conditions under which their personal data is collected and processed when registering for a Panda Club or Science Club activity on the website accessible at the following address: <https://booking.mnhn.lu> (hereinafter “the website”). Personal data provided by the user is processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”). Thus, “personal data” refers to any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by

reference to an identification number or to one or more specific factors specific to their identity.

User registration for activities offered on the website:

Through this website, the user may register themselves or register another person for whom they act as a legal representative for recreational activities (hereinafter “activities”).

The National Museum of Natural History – Data Controller:

For activities organized and published on this website by the following entities, the National Museum of Natural History acts as the data controller under the General Data Protection Regulation:

- Panda Club
- Science Club

In order to manage the activities offered, the National Museum of Natural History is required to collect personal data. This personal data is strictly necessary for the organization of the activities, as such organization would be impossible without the collection of this data. Furthermore, the collection of personal data is proportionate to its purpose, namely the management of the organization of the activity for which the user has chosen to register or to register a person for whom they act as a legal representative.

More specifically, in connection with registrations for activities offered by the National Museum of Natural History in cooperation with the aforementioned entities, the National Museum of Natural History collects the following data: - The last name of the participating youth or child - The first name of the participating youth or child - The date of birth of the participating youth or child - The Social Security number of the participating youth or child - The gender of the participating youth or child - The address of the participating youth or child - The phone number of the participating youth or the legal guardian of the participating child - The email address of the participating youth or the child's legal guardian - Details regarding any medical conditions of the participating youth or child - Information regarding any special dietary requirements of the participating youth or child - Information regarding food allergies and/or intolerances of the participating youth or child

The personal data collected will be retained from the time of collection via this website until it is no longer necessary for

fulfilling the aforementioned purposes. It is recorded only to the extent necessary to respond to the individual.

Access to this data will be strictly limited to MNHNL staff and representatives of the aforementioned organizing entities who are directly or indirectly involved in the organization and conduct of the activity. Within the National Museum of Natural History, the following individuals have access to personal data collected on the web s part of registration for activities offered on this site: - Staff of the Secretariat of the Public Outreach and Development Department - Staff of the “Leisure Activities / Panda Club / Science Club” division. The collected data will under no circumstances be disclosed or transferred to third parties.

The data controller is:

National Museum of Natural History 25, rue Münster L-2160 Luxembourg Phone: (+352 462233-421) secretariat@mnhn.lu

Users may submit complaints regarding the protection of their personal data through the respective communication channels provided, as well as to the data controller, in this case the National Museum of Natural History. Users may also submit their complaints to the Data Protection Officer of the National Museum of Natural History, Mr. Jérôme Herr (tel: +352 462233-306 / dpo@mnhn.lu)

Your rights

In accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, you have the right to: • request confirmation as to whether or not personal data is being processed; • obtain any information regarding the purpose of the processing, the categories of personal data being processed, and the recipients or categories of recipients to whom the data is disclosed; • request the disclosure, in an intelligible form, of the personal data being processed, as well as any available information regarding the origin of such data; • request access to your personal data and obtain a copy thereof (Article 15 of the General Data Protection Regulation); • obtain the rectification of inaccurate or incomplete data (Article 16 of the

General Data Protection Regulation); • have such data erased under the conditions set forth in Article 17 of the General Data Protection Regulation; • have the processing restricted under the conditions set forth in Article 18 of the same Regulation.

Right of access

The user has the right to obtain from the MNHNL confirmation as to whether or not personal data concerning him or her is being processed and, where it is, access to such personal data as well as the following information: • The categories of personal data collected and processed; • The purposes of their processing; • The categories of recipients to whom the personal data have been or may be disclosed; • The duration of the retention of personal data; • Information regarding your rights with respect to your personal data.

Right to Object

The user may object, on legitimate grounds, to any processing of their personal data. In such cases, the MNHNL will no longer process their personal data, unless it demonstrates that there are legitimate and compelling grounds for the processing that override the interests, rights, and freedoms of the data subject, or for the establishment, exercise, or defense of legal claims.

Right to Rectification

The user has the right to request the correction of their personal data if it proves to be inaccurate, incomplete, or outdated.

Right to be forgotten

The user may request the erasure of their personal data. However, this right is not absolute and may conflict with the legitimate interests of the data controller or the legal obligations to which the data controller is subject. For example, a person who owes a debt cannot request the erasure of their data to avoid paying it—since retaining the debtor’s data is in the legitimate interest of the data controller at least until payment is made or until the legal retention period for accounting records expires.

Right to Restriction of Processing

The user may require the MNHNL to, as appropriate, rectify, supplement, update, block, or erase personal data concerning them that is inaccurate, incomplete, ambiguous, or outdated, or whose collection, use, disclosure, or retention is prohibited.

Right to data portability

The user has the right to receive their personal data collected or processed by the MNHNL in a structured, commonly used, and machine-readable format, and the right to transmit this data to another data controller without the MNHNL, to whom the personal data has been disclosed, obstructing this. Except where the processing of data is mandatory, the user may, for legitimate reasons, object to such processing.

The MNHNL implements appropriate technical and organizational measures regarding the processing of personal data to ensure a level of security appropriate to the risk. Furthermore, the MNHNL is committed to continuously improving its security measures in line with technological developments. In the event of a personal data breach, the MNHNL shall notify the competent supervisory authority of the breach in question as soon as possible in accordance with Article 55 of the GDPR, and, if possible, no later than 72 hours after becoming aware of it, unless the breach in question is unlikely to pose a risk to the rights and freedoms of natural persons. If notification to the supervisory authority does not occur within 72 hours, it shall be accompanied by an explanation of the reasons for the delay. Furthermore, where a personal data breach is likely to result in a high risk to the rights and freedoms of a natural person, the MNHNL shall communicate the personal data breach to the data subject as soon as possible. If, after contacting the National Museum of Natural History, the user believes that their rights regarding the protection of personal data have not been respected, they may also contact the National Commission for Data Protection, located at 15 Bd du Jazz, L-4370 Esch-sur-Alzette, for any dispute in this area.

Complaints

Any complaint may be submitted in writing to the National Museum of Natural History.
secretariat@mnhn.lu National Museum of Natural History Luxembourg