



## **Statutes and Terms of Use of the Website for the Yitzhak Rabin Center for Israel Studies**

The Yitzhak Rabin Center for Israel Studies (hereafter, "The Center") welcomes the visitors to its Internet website (hereafter, "the website"). The website is managed and operated by the Center, offering its visitors a wide range of services, including the option to see materials from the Center archive, making educational material available for viewing by the public-at-large, ordering tickets for entry to the various Center facilities, events, and activities held at the Center and in its facilities, including the Museum, commemoration activities, museal activities, education and publicity activities, temporary exhibitions, cultural activity, performances, etc. (hereafter, "the tickets," "Center facilities," and "activities," respectively).

### **1. General**

- 1.1. The visit to the website and conducting actions on the website are subject to the terms specified in these statutes. Please read the statutes carefully, as visiting the website and conducting actions on it are a testimony to your consent to the terms included in the statutes and these terms of use.
- 1.2. These terms are in effect for use of the website, and the content included therein, by any computer or other communication device (such as a cellular phone, tablets of various kinds, etc.). Likewise, they are in effect for use of the website, whether by means of the Internet or any network, or any other means of communication.
- 1.3. That stated in the statutes and these terms of use relate equally to members of both genders, and the use of male terminology is for purposes of convenience only.
- 1.4. Ordering tickets online (as described below) is permitted for people with legal capability over the age of 18 only. A minor under the age of 18 seeking to order tickets on the website is required to get the approval of his parents or guardian.
- 1.5. The tickets offered via the website are offered by the Center and/or entities with which the Center collaborates.
- 1.6. The visitors on the website are requested to read the details relating to tickets offered on the website, in order to assure their suitability to their needs and requests. It is hereby clarified, lest there be any doubt, that the Center will not be responsible in the event of unsuitability, for any reason whatsoever.
- 1.7. The Center reserves the right to update the statutes and terms of use from time to time, as per its judgement, without any need to convey any notification. The validity of the change, as stated, is from the moment of its publication on the website.

### **2. Visiting the website**

- 2.1. Visiting the website and viewing it do not require registration, and it is open to all.
- 2.2. The visitors to the website are allowed to join the Center's mailing list and

to enjoy receiving direct mailings from the website (marketing mailings), including, among other things, a newsletter (an information flyer) from the Center, information relating to activities conducted at the Center and its facilities, educational material, etc. (hereafter, "the mailing list," and "Center publications," respectively).

- 2.3. Joining the mailing list, as stated, constitutes consent on the part of the visitors to delivery of "advertising materials" in accordance with the instructions of the Communications Law (Bezeq and Broadcasting), Amendment 10 5768-1008 (The Communications Law).
  - 2.4. It is hereby clarified that every visitor registered for the mailing list can remove himself at any time by contacting the Center by email, [info@rabincenter.org.il](mailto:info@rabincenter.org.il), or by responding to the email from which the Center advertising materials were sent. As long as the visitor has not removed himself from the mailing list, as stated, the Center is authorized, subject to the Communication Law, to send the visitor direct mailings and Center publications, as stated.
  - 2.5. The Center is authorized to prevent any visitor from using the website and/or to cancel his registration on the website mailing list in accordance with its absolute opinion. Without diminishing from that stated above, the Center is authorized to cancel the registration of any one of the visitors on the website from the mailing list, or to block his access to the website, in any of the following cases:
    - In the event that use was made of the website to conduct or attempt to conduct an illegal act as per the laws of the State of Israel, or an act envisioned ostensibly as illegal as stated, or in order to enable, to facilitate, to help, or to encourage conducting such an act;
    - If these terms of use have been violated.
3. Tickets available to be ordered on the website:
- 3.1. The tickets available for ordering on the website are tickets for entry to the Center facilities and activities held at the Center and its facilities, as they will be from time to time.
  - 3.2. The manner of presentation of the activities on the website is in accordance with the singular judgment of the Center. It is hereby clarified that in addition to that stated in the statutes and in these general terms, all the pictures shown on the website are for illustration only.
  - 3.3. All photographs and/or sketches of facilities of the Center that will appear on the website, to the extent that they appear, have been designated for the purpose of illustration alone and there will nothing about them that binds the Center. It is explicitly clarified that there may be changes and/or imprecision the source of which is in production needs which are not under the control of the Center and/or graphics problems, technique problems, problems with the use of the computer screens at different resolutions, problems with the use of different software, etc. Photographs and sketches of Center facilities, as stated, are not and will not constitute a presentation of the Center prior to ordering and purchasing tickets, and the Center is not and will not be responsible for errors of any kind that will appear on the website, including mistakes in text and/or errors in the description of this or that facility.
  - 3.4. Unless otherwise stated, the reservation of tickets on the website does not include a guarantee on the part of the Center for a marked or reserved seat. Regarding this matter, it is hereby clarified that the order of seats for activities held by the Center and its facilities are on a first come-first serve basis, and on the basis of a vacant spot existing at that moment in the

auditorium, in accordance with the matter.

3.5. In the event that there should be a contradiction between that which is stated on the website and that which is stated in any other publication regarding activities, or one of them, the later notice will always hold over the other, as long as the later instruction was published by the Center or someone on its behalf, including the producers and/or organizers of the activity regarding which the publication exists.

4. Ordering tickets on the website and collecting it:

4.1. Ordering tickets on the website does not require registration on the website and is possible for all visitors. Despite that stated above, at the time of placing the order on the website, the client will be asked to provide personal details, such as: first name, surname, identity number, telephone, home address, date of birth, and an active email address. Providing partial or faulty details may prevent you from being able to make purchases and reservations on the website and may interfere with making contact in the event necessary.

4.2. The data provided at the time of placing the order on the website, as stated in clause 4.1. as well as the details about:

4.2.1. The type of credit card used for placing the order, the validity of the credit card and the last digits of said credit card will be saved in the Center's database. It is hereby clarified that it is not required by law to provide the stated data, however, without providing the data it will not be possible to place the order on the website.

4.2.2. The Center will not make use of the data provided, except in accordance with the privacy policy of the website constituting an inseparable part of these statutes and terms of use.

4.2.3. At the time of placing an order on the website, the client will be given the opportunity to agree or to approve his being added to the Center mailing list and receiving advertising materials sent by it, and the instructions of the clauses 4.1. and 4.2. above apply to this.

4.2.4. The payment for ticket reservations will be made by credit card belonging to the client, and whose identity information correspond with the data that he submitted to the Center at the time of purchase and reservation.

4.2.5. Despite that stated above, the Center reserves the right to set other payment arrangements for clients, entirely in accordance with its exclusive judgement.

4.2.6. Ordering tickets using the website is intended for the purpose of personal use only, and not for commercial use. Therefore, the Center will be authorized, but not obliged, to limit the quantity of tickets that can be purchased and ordered on one credit card and/or on any single entrance to the website, whereas the limitation, as stated, will be in accordance with the exclusive judgement of the Center.

4.3. The Center reserves the right not to honor and/or to cancel an order within 18 hours from its execution, if in its humble opinion, the order was placed contrary to these statutes and terms of use, as they shall be from time to time, and/or by mistake, and/or in an attempt to circumvent any instruction from the instructions of these statutes and terms of use, and the client will not be entitled to any claim, and/or demand, and/or plea in this regard. Any decision regarding cancellation will be delivered to the client in accordance with the details he provided at the time of placing the order.

4.4. The preliminary terms for placing an order for tickets are as follows:

- 4.4.1. Completing the verification check of the identification details and the details and validity of the credit card provided by the client.
- 4.4.2. Receiving approval from the credit card company for executing the deal. A notice of receiving and confirming the order by the Center will be sent by email to the email address provided by the client during the execution of the purchase and the order, within 1 working day of the execution of the order ("confirmation of the order"). An order that was not confirmed by return email by the Center, as stated above, will not oblige the Center, and the client will have to inquire by telephone immediately to the Reservations Department of the Center at telephone \*1181 ("Reservations Department").
- 4.4.3. In order for the Center to provide the confirmation of the order as stated above, the order placed by the client must be received and accepted on the website in a proper and orderly manner, with it including all details required for the purpose of the order and charging the client. Different reasons may cause errors and failures in the intake of the order. In the event that the client should receive a notice in the course of placing the order and/or thereafter regarding erroneous details in the order, and/or notice regarding an error that occurred in the system at the time of accepting the order, the client will have to contact the Reservations Department.
- 4.5. Every client who has purchased a ticket will be authorized to collect his ticket in the matter described in clause 4.5.1. below.
  - 4.5.1. After presenting the card at the place designated for that purpose at the Center and/or its facilities, the person holding the ticket will be entitled to enter the Center facilities cited on the ticket and/or to observe and participate in an activity (as per the matter). This right of the client, as stated, is subject to that stated in these statutes and terms of use, as well as to the instructions appearing at the site of the activity, at the Center facilities, and on the tickets. The client must check limitations that apply from these statutes and terms of use, as well as from the ticket, on the day before his arrival at the Center facilities. The Center will not bear any responsibility regarding a prohibition made known to the client only upon his arrival at the Center facilities, or at the time of receiving the ticket at the Center box office (as will be described below). Despite that stated above, it is hereby clarified that entry to the Center's museum is in groups of up to 10 visitors every 11 minutes. Every client purchasing a ticket to the Center's museum upon placing a ticket order will choose the date and time at which he intends to visit the Center's museum, in accordance with the availability of visiting hours on the website. The visit at the museum will be in accordance with the date and time chosen by the client only, and the Center will not be obliged to allow the client entry if he is late and/or did not arrive on the said date, all in accordance with the instructions in clause 4.5.2. below.
  - 4.5.2. Handicapped persons and people with disabilities for whom entry to the Center facilities and/or ways and means of their being seated requires advance scheduling with the Center, such as in the case in which accessible seats are needed, are requested to contact the Reservations Department upon completion of placing the ticket order, for the purpose of scheduling.
- 4.6. It is prohibited to enter with food (in any form) or beverage in a can, plastic

bottles, glass bottles, containers of any kind operated by gas (spray) to the Center facilities, including in the Center's museum area, the central conference hall, and the classrooms operating in the Center. Likewise, it is prohibited to bring weapons (hot or cold and including a knife/penknife) into the Center's museum and the Center's conference hall, and there is no option for storing them on site. In addition, entry to the Center and its facilities (including the museum and/or the Center's conference hall) will not be permitted with handbags and other large items, and the Center will make baggage check services available to its visitors, in the framework of which the visitors will be allowed to check bags, coats, umbrellas, etc. (with the exception of checking in weapons of any kind, which will not be permitted in any case, as stated above), and they must check items, handbags, or other large items. In this respect, it is clarified that the Center is not responsible for any damage and/or loss of objects checked-in as stated, and accordingly, it is suggested to visitors not to check valuables.

- 4.7. It is prohibited to enter the Center and its facilities with stills and/or video cameras, and it is absolutely prohibited to take pictures in the Center's museum, except with a permit in advance and in writing from the Center, conditional on a detailed explanation from the Center regarding the rules for permitted photography and an advance commitment in writing from the person requesting that he will not make use of the photos in a manner that is contrary to the Center policy and/or in a matter that would damage copyrights in accordance with the version that will be approved by the Center.
- 4.8. The Center reserves the right to remove a viewer and/or visitor disturbing the appropriate order and/or behaving violently, and in the event that the Center or someone on its behalf should make use of this right as stated, the client/viewer/visitor will not be entitled to a refund of any kind and will not be able to make any claims or suits against the Center.
- 4.9. Tickets ordered via the website will be collected by the client at the Center box office only. Collection of tickets will be made possible on the day of the visit to the Center and/or its facilities, and up to 10 minutes before the beginning of the activity and/or before the set date in the confirmation of the order. At the time of collecting the tickets, the client will be requested to present the credit card with which the order was placed as well as an identification card.
  - 4.9.1. Lest there be any doubt, tickets purchased on the website will not be delivered without presenting a confirmation of the order, the credit card with which the order was placed and an official certificate of identification (identity card or driver's license) with a picture, yet this will not constitute a cancellation of the order and the client will be charged for the entire amount of the deal.
  - 4.9.2. In the event that the doors are closed to the activity after it has begun and/or in the event of tardiness in arriving to the visit at the Center facilities in relation to the time of the reserved visit, entry to later arrivals is not guaranteed and a refund and/or compensation for the tickets ordered will not be provided.

5. Prices shown on the website:

- 5.1. The price that appears on the website in relation to any activity is the current ticket price. The Center is entitled from time to time to update ticket prices offered on the website, regardless of the time at which the order is placed on the website, and without having to make announcement accordingly. Without diminishing from that stated above, the Center

reserves the right to charge handling fees and sales fees in the amount permitted by law.

- 5.2. The Center is authorized to offer deals and other discounts for Center activities to members registered on its mailing list. The Center is authorized as stated to offer deals and discounts, and to change them or discontinue them at any time, in accordance with its exclusive judgment.

## 6. Ticket cancellation policy

- 6.1. It will be possible to cancel any ticket order placed on the website within 11 days of placing the order and not more than 1 day prior to the activity, subject entirely to the instructions of the Consumer Protection Law 5741-1981 ("Consumer Protection Law") and the instructions of the Consumer Protection Regulations (Cancellation of a Transaction) 5771-2010 ("the regulations") as they shall be from time to time.
- 6.2. At the time of cancellation of an order by the client, the credit card with which the order was placed will be credited for the total amount of the order, and the Center reserves the right to reduce a total of 1% of the value of the transaction or NIS 100, whichever is the lower amount, subject entirely to the Consumer Protection Law and Regulations as they shall be from time to time.
- 6.3. A request for change of date and/or time of the visit, and/or performance by the client will be considered a cancellation of the original order and the opening of a new order.
- 6.4. In the event of the cancellation of an activity, the client will be entitled to full reimbursement of the amount he paid. A client who has yet to collect the tickets will be credited only by the credit card company by which the transaction was made for the full amount of the transaction. In the event that the activity has been postponed to a new time, or transferred to another facility, or in the event of change in structure of the facility in which the event is expected to take place (for example, changing the space within the Center where the activity will be held), that the ticket will be valid for the new time and/or the new facility, and/or the new structure of the facility, as per the matter, and the client will be authorized to make use of it, or cancel the order within 1 day of the announcement by the Center of the said change, or until the date of the performance, whichever is earlier, and to get a full refund from the Center.

## 7. The Center archive

- 7.1. As part of the services provided to the public visitors on the website, the Center makes available to visitors the option of viewing some of the documents, printed matter, pictures, recordings, data, video clips, posters, and any material found in the Center archive, related to the history, policy, society, culture, economy, and security of the State of Israel, with the emphasis placed on the vision, work, and heritage of Yitzhak Rabin (the "materials" and "the archive," respectively).
- 7.2. The search for materials in the archive will be by an online search engine on the page designated for that purpose on the website and operated by the Center.
- 7.3. It is hereby clarified that the materials found in the archive are for study only and the instructions of clause 8 below. Any use of material found in the archive in a manner contrary to the instructions of clause 8 will be subject to receiving approval from the Center in advance and in writing.

## 8. Responsibility of the Center

- 8.1. Every order for a ticket on the website is conducted between the client and the Center.
- 8.2. The responsibility of the Center for the tickets offered for sale on the website is limited to the cost of the ticket to the customer only.
- 8.3. The use of the website will be the exclusive and complete responsibility of each visitor and individual placing an order for tickets.
- 8.4. The information that appears on the website is not to be seen as a guarantee of any result and/or responsibility for any activity taking place. The Center will not be responsible for any damage, direct or indirect, that will be caused to the visitor and/or person placing an order as a result of relying on information appearing on the website and/or in links to other websites, and/or any internal and/or external source of information, and/or use of a ticket offered on it for sale.
- 8.5. Information and presentations about tickets and activities presented on the website have their source, among other things, in entities with which the Center collaborates. Therefore, all content in relation to activities presented by said entities are the exclusive responsibility of these entities, and the Center does not and will not bear responsibility regarding this kind of information and the Center is not a guarantor for the measure of precision of this information.
- 8.6. It is hereby clarified that in no case will the Center, and/or any entity connected to it, and/or its employees, and/or anyone on its behalf bear responsibility for any direct damage, indirect damage, loss, emotional distress, punitive fees for damages, incidental, special or consequential damages, and/or any other damage or expense of any type or kind caused to the visitor and/or third parties, including, but not limited to that stated above, damages fees for loss of use, loss of data, or loss of profits, resulting from, or in any way related hereto due to an order, supply, or failure to supply tickets, or any information, materials, software, product, service, and accompanying graphics obtained through the website and the archive, and/or coming from any other way of use of the website and the archive, whether based on contract, torts, whether absolute liability, and/or any other grounds, even if the Center has been advised of the possibility of such fees for damages.
- 8.7. It is hereby explicitly clarified that the law for a ticket is as the law for an unidentified monetary bill, and therefore, the loss of a ticket, and/or its defacement, and/or any other act or failure because of which it will not be possible to make use of the ticket ordered and delivered to the client, is the exclusive responsibility of the client, and it will not be possible to restore and/or provide a replacement ticket, except in special cases.
- 8.8. The Center asks to clarify that although it takes maximum efforts so that the information on the website will be as up-to-date and as precise as possible, the website is not free of imprecision or mistakes. The use of the website and the information that appears on it, and all of its parts, including archive materials [note: defined above], and relying on said information and materials, is done indeed under the exclusive responsibility of the visitors.
- 8.9. The Center will under no circumstances be responsible for damage caused to visitors to the website by making contact with entities with which the Center collaborate which does not involve placing a ticket order via the website.
- 8.10. There is nothing in the presentation of the information, data, materials, and pictures on the website that represents expression of any opinion and/or judgment, and/or recommendation regarding activity presented on the

website, and/or in relation to its program.

8.11. The Center recommends that persons ordering tickets and visitors on the website behave as savvy and cautious consumers, and read the information presented on the website studiously, including information relating to tickets, activities, Center facilities, their description, and their adaptability.

8.12. The website, in its entirety, including all information, materials, and content matter appearing on it, are offered to the public and provided for use as they are (as is) and will be precise and accurate to the extent possible. It is not possible to adapt it to the needs of each and every individual. The visitor will not have any claim, or suit, or demand of the Center and/or parties with which the Center collaborates, regarding characteristics of the content matter, their capabilities, their limitations, and/or their suitability to his needs. Likewise, no claim will be heard by a visitor of any kind in connection with the type of materials found on the website, including in connection with the materials included in the Center archive and available for study on the Center website.

9. Use of the website

9.1. No computer application or any other method, including Robots, Crawlers, and any similar software may not be activated or enabled for activation for the purpose of a search, scan, replication, or automatic recall of content matter from the website. This includes a prohibition to create and use methods, as stated, for the purpose of creating a medley, collection, or database that will contain content matter from the website.

9.2. Content matter from the website is not to be presented in any way, including by any software, device, apparatus, or communications protocol, which change the design of the website, or removing any content from them, especially commercial advertisements, and content matter.

9.3. The Center will not bear responsibility for any damages that will be caused as a result of anything related to content matter from the website and from any presentation or advertisement of content matter, as stated, in any other way. The full and exclusive responsibility for any link, presentation, or publication of content matter, is that of the person executing the link only.

9.4. The loss, loss of profit, payment or expense caused to them, and including a fee for professional services by an attorney and legal expenses, due to violation of the terms of use. In addition, the visitor will compensate the Center, its employees, its managers or anyone on its behalf regarding any claim, suit, and/or demand raised against them by any third party as a result of content matter delivered by him for publication on the website and as a result of links that he executed to the website.

10. Changes, glitches, and termination of service on the website:

10.1. Without diminishing from that stated above, the Center will be able from time to time to change the structure of the website, and/or the look, and/or the design of the website, the magnitude and availability of the services on the website, will be authorized to charge a fee for the content matter and services of one kind or another in accordance with its decision. Likewise, the Center will be authorized to change any other aspect of the website – and all without having to provide prior notification.

10.2. Changes, as stated will be made, among other things, in consideration of the dynamic character of the Internet network and technological and other changes occurring therein. By their nature, changes of this kind, are likely to involve malfunctions and/or to arouse discomfort in the beginning,



and other such things. Visitors will have no claims, suits, and/or demands of the Center regarding stated changes, and/or any malfunctions occurring due to the execution of these changes.

- 10.3. The Center does not guarantee that the website services, including ticket reservation services on the website, will not be interrupted, will be provided as usual or without breaks, will be conducted with certainty and without errors, and will be exempt from unauthorized access by the Center computers or to damages, breakdowns, errors, or failures – and all, for hardware, software, communications lines and systems, of the Center or any of its suppliers.

## 11. Intellectual Property

- 11.1. All content matter appearing on the website, including texts, pictures, graphic files, data, audio files (voice files), and any other content matter appearing on the website are protected in accordance with copyright and Intellectual Property Rights laws. It is hereby clarified that all copyrights and Intellectual Rights are owned by the Center exclusively, or owned by a third party which has permitted the Center to make use of these content matters in accordance with the law.
- 11.2. No part of any of the aforementioned, whether directly or by or in cooperation with a third party may not be copied, distributed, presented in public, executed in public, transmitted to the public, changed, processed, used to create derivatives, sold, or rented in any way or manner whether electronic, mechanical, optical, using photography or recording methods, or by any other method or way without advanced written consent received from the Center or the other holders of the rights, as per the matter, and subject to the terms of consent (to the extent that it is given) and in accordance with the law.
- 11.3. If and to the extent that said consent is given, you must refrain from removing, deleting, or distorting any notice or mark regarding Intellectual Property rights; for example, the copyright symbol, ©, or a commercial sign, R accompanying the content matter which will be used.
- 11.4. Commercial symbols, photographs, pictures, content matter and advertisements by the entities with which the Center collaborates are the exclusive property of these entities only. Likewise, no use may be made of them without the consent of the entity in advance in writing (as per the matter).
- 11.5. Without diminishing from the generality of that stated above, it is hereby clarified that in the event of violation of an instruction from the instructions stated in this clause 11 above, the violating visitor will be required to indemnify the Center in the manner described in clause xx above.

## 12. Judgment authority:

- 12.1. Only the laws of the State of Israel will apply to these statutes and terms of use, whereas the rules of international law provided therein shall not apply.
- 12.2. The courts in the City of Tel Aviv-Jaffa will have unique judgment status for any matter stemming from, and/or related to these statutes and terms of use.

## 13. Privacy policy:

- 13.1. The Center respects the privacy of visitors to the website. The current privacy policy of the website can be found at all times in this

link and constitutes an inseparable part of the instructions of these statutes.

13.2. Since the privacy policy is likely to change from time to time, it is recommended that you review and examine it from time to time in the privacy policy document.

#### 14. Contact us

The Center abides by the instructions of the law and respects the right of the visitors on the website to privacy and a good name. If you believe that content matter that is offensive to you in any way has been published on the website, please contact us by the means below and we will try to handle your inquiry as quickly as possible. Your inquiries, as stated, may be submitted in the following ways:

By mail: 11 Sderot Rokach, P.O. Box 11118, Tel Aviv

Fax: 01-1111111

Email: [info@rabincenter.org.il](mailto:info@rabincenter.org.il)