

General Terms of Sale

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1 INTRODUCTION

EVENTEAM is a Simplified Joint Stock Company with a sole Associate (SASU) with share capital of 3,500,000 euros, registered in the Nanterre Trade and Companies Register under number B 433 298 197, whose head office is located at 75 Ter rue du Point du Jour, 92100 Boulogne-Billancourt. EVENTEAM is registered in the French Register of Travel Operators under No. IM 092100096 and a member of [APST](#) (Association Professionnelle de Solidarité du Tourisme / Professional Tourism Solidarity Association - 15 avenue Carnot, 75017 Paris), which insures its financial guarantee against insolvency, and has taken out a professional liability insurance policy with MMA, 19 boulevard Alexandre Oyon 72030 Le Mans Cedex 9 (Le Mans Register of Trade and Companies No. 440 048 882), under No. 144.664.520. EVENTEAM is IATA approved, No. 20 -2 6357 4.

EVENTEAM offers to sell Travel services, where appropriate, in the form of Package Tours. Furthermore, in addition to its travel agency business, EVENTEAM offers hospitality and Event Ticket sales services, which are subject to the distinct Specific Conditions of this document. Ticket sales are governed specifically by the Specific Conditions, which generally

cover the Event site accessibility conditions, the code of conduct to comply with on the Event site, especially entrance to the site (including departures and readmissions), security controls, health, personal belongings, forbidden or restricted objects, prohibited behaviours, prohibition to make audio or video recordings or to take photographs, etc., the prohibition to resell Tickets other than according to the conditions provided for by the Organiser, the consequences of a late show, deferral or cancellation of an Event, etc.

These General Terms of Sale apply for the sale of Travel services, where appropriate in the form of a Holiday Package, as defined hereafter, plus where necessary by the Specific Conditions.

In placing an Order for Services with EVENTEAM, you acknowledge that you have read these General Terms of Sale and the Specific Conditions, where applicable, before you confirmed your Order. The confirmation of your Order signals your acceptance without reservation of these general conditions in accordance with the Order process defined herein.

You undertake to inform the beneficiaries of the Services ordered from EVENTEAM of all of the aforementioned conditions.

2 DEFINITIONS

In these General Terms of Sale, the terms and

expressions identified by a capital letter, whether they are used in the single or plural form, have the meaning indicated hereafter.

2.1 **Ticket:** Designates a ticket that lets its holder attend an Event. The Specific Conditions for each Event govern the sale and use of Tickets, taking into account in particular the obligations imposed by the Organisers on EVENTEAM.

2.2 **Customer (or buyer):** designates anyone who places an Order for Tourism Services with EVENTEAM. When the Customer goes through an agent, the agent is deemed to have received all the powers to commit the Customer. EVENTEAM reserves the right to ask the Customer for an affidavit certifying the existence and limits of the duties he granted the agent, it being noted that if he fails to provide such affidavit, EVENTEAM reserves the right to not perform the Order placed by an agent.

2.3 **GTS** designates these General Terms of Sale for EVENTEAM tourism Services.

2.4 **Order:** designates any order for Services placed and confirmed by the Customer on the Website or on an order form sent by the Customer to EVENTEAM.

2.5 **Specific Conditions:** designates the contractual conditions specific to certain types of services or the sale of Tickets associated with an Event (Examples: General Terms of Sale for a Ticket, general



conditions applicable to hospitality services, conditions imposed by the Organiser of an Event, etc.) published on the Website or sent to the Customer before he confirms his Order.

2.6 **Event:** designates any sports, cultural or leisure event for which EVENTEAM is authorised to sell Tickets and/or offer hospitality services or Package Tours, including in particular a show, a concert, tournaments, competitions, matches, rallies, Olympic games, etc. The calendar of Events offered by EVENTEAM is shown on its Website or in its brochures and is updated regularly.

2.7 **Holiday Package:** designates, pursuant to §II – A of article L.211-2 of the French Code of Tourism, the consolidation of at least two different types of travel services for the same trip or holiday stay, exceeding twenty-four hours or including an overnight stay, if:

1° These services are consolidated by a single professional, including at the traveller's request or according to his choice, before a unique contract covering all of these services is concluded;

2° Independently of the potential conclusion of separate contracts with providers of individual travel Services, these services are:

a) Either purchased from a single retail outlet and

chosen before the traveller agrees to pay;

b) Or proposed, sold or billed at an all-inclusive price or a total price;

c) Or announced or sold under the designation "package" or under a similar designation;

d) Or consolidated after a contract is concluded whereby a professional authorises the traveller to choose among a selection of different types of travel Services;

e) Or purchased from distinct professionals due to related online booking procedures, where the traveller's name, terms of payment and email address are transmitted by the professional with whom the initial contact was established to one or more other professionals and where a contract with this or these other professionals is concluded no more than twenty-four hours after the first travel Service's booking confirmation.

B. - The consolidations of travel Services where only one of the types of travel Services mentioned in 1°, 2°, or 3° of the travel Service definition is consolidated with one or more of the travel services mentioned in 4° of the travel Service definition does not constitute a package if these latter services:

1° Do not represent a significant part of the value of the consolidation, are not announced as being an essential characteristic of the consolidation or do not

constitute one way or another such a characteristic, or

2° Are chosen and purchased only after the provision of a travel Service mentioned in 1°, 2° or 3° of the travel Service definition has commenced.

2.8 **Organiser:** designates the legal entity or entities responsible for organising an Event.

2.9 **Service:** designates the accommodation, transport and more generally the tourism services offered by EVENTEAM on its Website or in its brochure, marketed, where appropriate, individually or in the form of a Holiday Package.

2.10 **Travel service:** designates, pursuant to §I of article L.211-2 of the French Code of Tourism:

1° Passenger transport;

2° Accommodation which is not an integral part of the passenger transport and which does not have a residential objective;

3° The rental of private passenger cars, other category M vehicles as defined in article R.311-1 of the French Highway Code with a maximum design speed greater than 25 km/h or motorcycles as defined in article R.311-1 of the French Highway Code that require a class A drivers permit to operate pursuant to the provisions of article R.221-4 of the same code.



2.11 **Website:** designates the www.eventeam.fr website edited by EVENTEAM and all sites specific to the events at the same domain.

3 LEGAL FRAMEWORK – CONTRACTUAL CONDITIONS

The sale of Tourism services is governed by Title I of Book II of the French Code of Tourism regarding the organisation of the sale of trips and stays.

3.1 The Services offered by EVENTEAM are described in its brochures and/or on its Website. They include in particular transport, accommodation and other local Services (transfer(s), excursion(s), visit(s), etc.), which can be offered individually or in the form of a Holiday Package.

3.2 The tourism Services offered by EVENTEAM are exclusively subject, concerning their description and their operating procedures, to:

- (i) these GTS,
- (ii) potentially applicable Specific Conditions (especially, concerning Ticket Orders, to the Organisers' general conditions),
- (iii) the presentation of offers proposed on the EVENTEAM Website and/or in its brochures,
- (iv) the detailed proposals, Order forms and

quotations established by EVENTEAM and accepted by the Customer.

The documents covered in paragraphs (i) to (iv) above constitute, together, the contract that binds EVENTEAM to the Customer, to the exclusion of any other document and in particular the Customer's general purchase conditions, which are expressly precluded.

4 SALES OFFER – RECIPIENTS CUSTOMER'S OBLIGATIONS

4.1 **Legal Capacity:** The Customer guarantees that he is an adult and has the full legal capacity to place an Order with EVENTEAM.

4.2 **Exactness of the personal information provided – modifications:** The Customer expressly guarantees that the personal information he provided while placing the Order is exact. The Customer alone will be liable for his errors or omissions in the Order form. It is the Customer's responsibility to make sure that the information (identity, email address, postal address, passport number, etc.) he might communicate while placing the Order is correct and to immediately inform EVENTEAM by any means capable of acknowledging receipt, such as an email sent to sportandtravel@eventeam.group.com or a registered letter with acknowledgement of receipt sent to [Eventeam,

75 rue du Point du Jour, 92100 Boulogne-Billancourt, France], of any modification that could affect the information. Subject to the stipulations provided for in article 8 (Modifications) and 10 (Transfer) and provided that a modification is still possible, EVENTEAM will make the requested modifications subject to the prior payment of the corresponding expenses.

4.3 **Information obligation:** The Customer must inform EVENTEAM, in writing and prior to any booking, of any particularity concerning the Customer or the participants, which could affect the success of the trip or, more generally, the Services ordered (handicap, disability, presence of an animal, transport of large, heavy or special baggage, etc.). The complete and total care of the handicap or disability is the Customer's sole responsibility. The Customer must ensure he is physically and mentally apt for the trip or stay, which he chooses in the context of the Services ordered.

5 PRESENTATION, CHARACTERISTICS AND LENGTHS OF THE SALES OFFERS

5.1 **Description:** The description of the trip or stay sent to the Customer is the one EVENTEAM is aware of when the information is entered. This information may change and be modified under the conditions provided for in this document. EVENTEAM will then endeavour to

update the description as soon as reasonably practicable. Under the conditions provided for by the French Code of Tourism and article 8 (Modifications), EVENTEAM reserves the right to modify the information, especially the price and contents of the transport Services, the identity of the passenger carrier and the hotels, provided they are replaced by the same class of establishments.

5.2 Illustration of offers: The purpose of the descriptive sheets and photographs illustrating the offers is to inform Customers, before they place their Order, of the contents of the proposed Services and, where applicable, the class of accommodation or the degree of comfort. They only commit EVENTEAM to this strict extent.

5.3 Period of validity: The sales offers proposed by EVENTEAM on the Website are valid as long as they remain online or within the limit of the available seats at the time of the Order. Placing an Order does not guarantee the Customer that the envisaged trips or stays will be attributed automatically. This attribution will be confirmed by any means (sending tickets, travel vouchers and/or booking documents) no later than seventy-two business hours after the Order. Orders on the Website are processed in their order of arrival, within the limits of available stock.

5.4 Promotions and Special Offers: Promotions and special offers cannot be combined with other offers or promotions proposed by EVENTEAM or its suppliers (unless specifically provided otherwise). The conditions applicable to these promotions or special offers are specified on the Website or in the corresponding brochure. The Customer is expressly informed that these offers or promotions are only valid during a determined period, based on the chosen product, and until the stock attributed by EVENTEAM is depleted.

6 ORDER PROCESS – ONLINE

6.1 The Customer can place an Order for Services online on the Website according to a step-by-step confirmation process (tick-box, confirmation by click):

1. Open an account. Placing an Order for Services online on the Website assumes that the Customer has first created a Customer account;
2. The Customer selects the Services after having familiarised himself with their essential features;
3. Fill in the mandatory fields of the Order form, it being noted that to avoid any problem confirming the Order and/or delivering the Tickets, the Customer must provide an exact and complete address and phone number. Any input error and/or intentionally incorrect information incurs the Customer's liability;
4. The Customer verifies the information shown in the summary or the "Order

confirmation" summarising all choices and the total price of the Service(s) ordered and the delivery and billing addresses;

5. The Customer accepts without reservation the GTS, the insurance conditions and potentially the applicable additional Specific Conditions;

6. The Customer confirms his Order online on the Website after entering and confirming the online payment information with the commitment to pay the sums due;

7. EVENTEAM confirms the Order by email sent to the address entered by the Customer on the form referred to in step 3. This confirmation marks the definitive confirmation of the Order.

6.2 Confirmation of the Order: Once the Order has been confirmed and paid for according to the process defined above, it is deemed firm and definitive and can only be modified or cancelled under the conditions exhaustively provided for in this document, it being noted that some Services cannot be modified or cancelled after the Order.

6.3 No right of withdrawal: The Customer is informed that he doesn't benefit from any right of withdrawal pursuant to article L.221-28 12° of the French Consumer Code.

7 ORDER PROCESS – OFFLINE

7.1 The trip or stay Orders placed by telephone, email or regular mail observe the



following process: EVENTEAM sends to a Customer who so requests, by email or regular mail, a quotation and/or Order form for Services, accompanied by the General Travel Conditions and applicable Specific Conditions, which must be returned to EVENTEAM after the Customer has duly accepted and signed them, by any means capable of obtaining an acknowledgement of receipt (fax and email in particular).

7.2 Confirmation of the Order: EVENTEAM will confirm the Order subject to (i) the availability of the agreed on Services, (ii) receipt of the documents and/or guarantees potentially requested from the Customer and (iii) the complete payment of the price or the agreed instalment towards the total price for the Services, pursuant to the stipulations provided for in article 12. As soon as the first instalment is cashed and/or the Order confirmed, the Customer is definitively committed and can only modify or cancel his Order under the conditions provided for in this document hereafter.

7.3 No right of withdrawal: The Customer is informed that he doesn't benefit from any right of withdrawal pursuant to article L.221-28 12° of the French Consumer Code.

8 MODIFICATION OF SERVICES

8.1 Modifications on account of the Customer

Any request by the Customer to modify the Services included in the Holiday Package (especially to insert new Services, excluding requests to modify the name of participants or requests to transfer the Services, which are dealt with in article 10 hereafter) shall be submitted by any means capable of obtaining an acknowledgement of receipt and remains subject to EVENTEAM's prior written authorisation. Provided that the modifications can be made, the resulting modifications are subject to prior payment by the Customer of fixed modification fees of 75 Euros all taxes include per person affected by the desired modification.

However, EVENTEAM may exempt the Customer from paying these fees in the case where the modification desired by the Customer would have the effect of increasing the initial price, caused in particular by:

- an increase in the number of participants,
- the extension of the trip beyond the initial planned return date,
- the replacement of meal plans, or
- an order for additional Services.

In this case EVENTEAM will only invoice the additional price resulting from these modifications.

EVENTEAM reserves the right to refuse the

modifications desired by the Customer, especially if they cannot be implemented physically.

8.2 Modifications on account of EVENTEAM

Before the departure: If, before the departure, an outside event, imposing itself on EVENTEAM as defined in article L.211-13 of the French Code of Tourism, forces EVENTEAM to modify an essential component of the programme established with the Customer as part of a Holiday Package, EVENTEAM shall inform the Customer as quickly as possible pursuant to article R.211-9 of the French Code of Tourism. The Customer may then exercise his rights recognised in article R.211-9 of the French Code of Tourism and inform EVENTEAM of his decision by any means capable of obtaining an acknowledgement of receipt within a maximum of two (2) days after EVENTEAM notifies the Customer of the modification. If the Customer fails to provide a written response within the aforementioned time period, he will be deemed to have accepted the modification in question.

After the departure: If, after the departure, EVENTEAM is unable to supply a significant portion of the Services provided for as part of a Holiday Package, representing a substantial percentage of the price paid (more than 40%) by the Customer,



EVENTEAM shall do its utmost to replace them by equivalent Services under the conditions provided for in article L.211-16 of the French Code of Tourism. The Customer may then exercise his rights recognised in articles L.211-16 and L.211-17 of the French Code of Tourism and inform EVENTEAM of his decision by any means capable of obtaining an acknowledgement of receipt within a maximum of two (2) days after EVENTEAM notifies the Customer of the modification. If the Customer fails to provide a written response within the aforementioned time period, he will be deemed to have accepted the modification in question.

If EVENTEAM cannot, due to exceptional and unavoidable circumstances, supply the Customer's return according to the contractual terms of the Holiday Package, EVENTEAM shall bear the costs of necessary accommodation, if possible of an equivalent class, for a maximum period of three overnight stays per traveller, except for people with special needs as listed in article L.211-16 §VIII of the French Code of Tourism.

9 CANCELLATION OF SERVICES

9.1 By the Customer

The cancellation of all or part of the Services ordered by the Customer must be cancelled directly with

EVENTEAM by any means capable of obtaining an acknowledgement of receipt. Any decision to cancel by the Customer, irrespective of the reason, commits the Customer to pay EVENTEAM, as fixed compensation, the following sums, depending on the date the cancellation request is submitted, except as otherwise provided in the Order:

- 60% of the total amount of the Services if the cancellation occurs more than 45 days before the departure
- 100% of the total amount of the Services if the cancellation occurs 45 days or less than 45 days before the departure up to the scheduled departure date.

The Customer is also entitled to cancel the package tour contract before the Holiday Package begins without paying the cancellation fees, if exceptional and unavoidable circumstances occur at the destination location or in its immediate vicinity and have major consequences on the performance of the package or on the transport of passengers to the destination location. In this case, the Customer is only entitled to be fully reimbursed for the payments made for the Holiday Package, without any possibility to obtain additional compensation.

No fee will be collected if the Order is cancelled before the Customer's

confirmation email is received.

The Customer is strongly advised to take out a specific cancellation insurance policy.

9.2 By EVENTEAM

If, independently of the cases referred to in article 18.2, EVENTEAM decides to cancel the trip or stay before the departure, EVENTEAM shall so inform the Customer by any means capable of obtaining an acknowledgement of receipt. If the parties cannot mutually agree on a substitute trip or stay, EVENTEAM shall reimburse the Customer all amounts paid by the Customer and pay him compensation calculated according to article R.211-10 of the French Code of Tourism. These provisions do not apply and EVENTEAM cannot be held liable if the cancellation results from a case of force majeure or an act by a third party or the Customer, as provided for in article 18.2 hereafter.

EVENTEAM can cancel the package tour and fully reimburse the Customer for the payments made for the Holiday Package, but it is not required to pay additional compensation if:

- (i) The number of participants registered for the Holiday Package is less than the minimum number indicated in the contract and EVENTEAM notifies the Customer of



the contract's cancellation:

- 20 days before the beginning of the Holiday Package in the case of trips lasting more than 6 days;
- 7 days before the beginning of the Holiday Package in the case of trips lasting 2 to 6 days;
- 48 hours before the beginning of the Holiday Package in the case of trips not lasting more than 2 days.

(ii) EVENTEAM is prevented from performing the contract due to exceptional and unavoidable circumstances and notifies the Customer of the contract's cancellation without undue delay before the beginning of the Holiday Package.

9.3 Individual cancellation of Participants in a group trip

Individual cancellations are only possible in the following conditions:

- If the cancellation decreases the number of Participants to fewer than the minimum number of participants provided for in the Order, EVENTEAM will be entitled to require that the Customer pay the full price of the Order when due as shown on the contract.
- If the cancellation does not undermine the minimum number of Participants provided for in the Order, the Customer

undertakes to pay the cancellation costs provided for in the offer's description and the Order summary. These cancellation costs are calculated per person and based on the cancellation date, as specified in article 9.1 hereabove.

10 TRANSFER

10.1 The Services ordered by the Customer as part of a Holiday Package are personal in character and can only be transferred to a third party within the limits provided for by article L.211-11 and R.211-7 of the French Code of Tourism, namely provided that:

- the Customer has so informed EVENTEAM by any means capable of obtaining an acknowledge of receipt while respecting the advance notice period specified hereafter, accurately indicating the surname, first name and address of the Holiday Package transferee and participants and by substantiating that these persons strictly fulfil the same conditions as he does to consume the said Holiday Package;
- no trip or stay Service has begun to produce its effects;
- the third party effectively satisfies all the conditions required for the trip or stay in question.

The advance notice period will be seven (7) days before the beginning of the trip or stay, especially in order to account for constraints related to the trip's organisation (security measures, lead-times to obtain visas, etc.).

10.2 **Expenses:** Furthermore, this transfer is subject to the prior payment by the Customer of expenses of 75 Euros all taxes included per person affected by the transfer. Other additional and specific expenses generated by the transfer will also be owed EVENTEAM by the transferor and/or transferee, namely, without this list being exhaustive, the expenses to issue a new airplane ticket, which sometimes can be an amount equal to the cost of the ticket itself. For greater clarity, note that the transfer of a Holiday Package including travel on a regular flight results in the cancellation of the personal travel ticket and consequently the ticket is surrendered and replaced by a newly issued ticket based on the flight's availability. This availability may be accompanied or not by additional charges (the application or not of additional charges depends on the rate class of the available seats compared to the rate class subscribed as part of the initial Package).

10.3 The Customer (transferor) and the transferee are jointly liable, vis-à-vis EVENTEAM, for paying the balance of the price due for the transferred Services as

well as any additional expenses caused by this transfer.

10.4 EVENTEAM draws the Customer's attention to the fact that in no case can it transfer its insurance policy or policies.

11 PRICES

11.1 **Currency:** The prices for EVENTEAM offers are indicated in Euros.

11.2 **Determination of prices:** Trip or stay prices are mentioned as a guide and can vary according to the stipulations set out in article 11.5 hereafter. If the times imposed by the carriers involve a late arrival the first day or an early departure the last day, no reimbursement will be made other than for the Services initially planned in the programme that won't be provided. Furthermore, the prices for Services with accommodation are calculated based on the number of overnight stays.

11.3 **Booking fees:** Unless provided otherwise in the description of the sales offer or order form, the booking fees are included in the price for trips and stays.

11.4 **Services not included in packages that are payable by the Customer:** Unless provided otherwise in the description of the sales offer or order form, the prices for trip or stay Services offered by EVENTEAM do not include the following items:

- Services at the airport, airport to airport shuttles, train station to train station

shuttles, shuttles between train stations and airports and shuttles to the event sites;

- The insurance policies referred to in article 16;
- The national and international airport taxes whose amounts are specified on the quotation before the Order is confirmed and other transport-related taxes;
- The departure taxes applied by certain countries, which have to be paid in cash on site during check-in;
- The excess baggage fees that apply according to the rules imposed by each carrier;
- The parking fees at the airport, train station, maritime terminal or bus station;
- The visa fees and fees to perform the necessary administrative and health formalities to take the trip, including: vaccinations, medical treatments, etc.;
- The meals not included in the chosen package during the stay as well as those consumed during en route stops;
- Telephone communications;
- Optional visits, excursions and entries in museums and sites not mentioned in our programmes;
- Personal expenditures;
- Mandatory tips in some countries;

- Usual tips;
- and more generally everything that is not expressly provided for in the Services offer presented to the Customer.

11.5 Price adjustments

The prices indicated in the trips or stays offered by EVENTEAM are established based on the following economic data, selected at the date the proposal was established:

- Exchange rate variation that has an influence of more than 3% on the sales price of the trip or stay;
- Foreign exchange rates and currency used to determine the cost of the offers proposed by EVENTEAM;
- Cost of transport;
- Fees and taxes applicable on the different services included in the programme (landing, boarding and disembarkation fees in ports, airports and train stations).

If these economic data vary, EVENTEAM reserves the right to fully pass on these variations, both up and down, by modifying the sales price accordingly, within the legal limits set out in articles L.211-12 and R.211-8 of the French Code of Tourism. Nevertheless, pursuant to article L.211-12 of the French Code of Tourism, no price can be modified during the twenty (20) days preceding the scheduled departure date for Customers already registered.



The prices may be revised according to the following methods:

- **Variation in the transport cost**

(airplane, tour or shuttle buses, any motorised vehicle, quad, snowmobile, etc.). This variation is especially tied to the cost of fuel, insurance, the exchange rate, etc. The amount of the variation in these economic data will be fully passed on to the trip's sales price. The potential variation in the transport cost will only apply to the amount of the transport cost that is used in the calculation of the trip price, or approximately 40% (unless provided otherwise in the Services offer or the Order). The en route stops can generate an increase in taxes and fees. The cost of air transport has been determined as follows: (i) for special flights (i.e., flights specially chartered or co-chartered by EVENTEAM as part of a non-regular service): based on the Platts references and the following average exchange rates: Base fuel 650 USD, 1 EUR = 1.13 USD at 15/04/2019, the fuel price variations are provided by the airlines and passed on to the Customer as is.

- **Taxes related to the Services offered:**

These taxes primarily

concern the local taxes, landing fees, overflight fees, security fees, boarding and disembarkation fees in ports and airports, ecotax, etc. Their amount can vary without advance notice. New mandatory taxes, fees and/or surcharges can take effect. The fluctuation in taxes and fees will be fully passed on. The transport-related taxes used to calculate the prices of EVENTEAM Services are those in force at the time of booking.

- **Variation in foreign exchange rates:**

The variation will only apply to Services that are invoiced to EVENTEAM in foreign currencies, which can represent approximately 30 to 70% of the trip's total price (unless provided otherwise in the Services offer or the Order). The currencies likely to have an impact on the price of Services are: the American dollar. At 15/04/2019 the American dollar (1 USD = €0.8850.947), the British pound (1GBP = €1.15), the Japanese Yen (1 JPY = €0.0079). Concerning the other currencies used in the countries it services, EVENTEAM will pass on unchanged any increases or decreases applied by the suppliers

EVENTEAM uses for the stays and trips in the countries concerned (we suggest you consult the complete list of local currencies, since these increases or decreases are calculated based on the exchange rate for the local currency at the date the agreement between EVENTEAM and the supplier concerned is concluded, which constitutes in this case the reference date).

If the price variation occurs more than twenty (20) days before the departure date, EVENTEAM will inform the Customer by any means capable of obtaining an acknowledgement of receipt.

If the sales price is increased more than 8% from the total price for the Holiday Package determined contractually, the Customer has eight (8) days from the date the notice of the price increase is received to cancel the Order unilaterally without cost by sending a cancellation notice to EVENTEAM by any means capable of obtaining an acknowledgement of receipt. After this time period the Customer is deemed to have accepted this modification, such that any subsequent cancellation on its part



can result in the collection of the cancellation fees provided for in these GTS.

12 TERMS OF PAYMENT

12.1 Payment schedule

The Customer undertakes to pay EVENTEAM when the Order is placed all of the agreed price or at least a down payment on the total price for Services, based on what is provided for in the order form. When a down payment is paid, the balance of the total price for Services is due in full before the departure.

The place of payment is set at the EVENTEAM head office, irrespective of the method of payment.

12.2 Billing/Invoicing

Invoices are issued, based on the Services ordered, either in full when the Order is placed or according to the payment schedule agreed between the Parties or specified in the Order.

The EVENTEAM invoices are established with all taxes included in euros and are payable on receipt or at the due date indicated on the invoice. In case of early payment, the Customer will not be granted any price reduction.

The Customer cannot offset any of its accounts receivable against sums owed without EVENTEAM's express prior written agreement.

The Customer must notify any dispute concerning

billing/invoicing by sending a registered letter with acknowledgement of receipt to EVENTEAM within a maximum of 15 days from the date the invoice is received, or the right to make a claim will be lost. If an invoice is contested partially, the Customer undertakes to pay the uncontested amount. The Customer agrees that it may not use a claim against EVENTEAM as reason to defer paying an instalment in whole or in part.

12.3 Late Payment / Failure to Pay

In case of a failure to pay or late payment, including a case of a partial payment, the Customer is liable for late payment charges payable the day following the payment due date, whose interest rate is equal to three times the legal interest rate of the current year. In case of a failure to pay or late payment, professional Customers are liable in addition to pay fixed compensation for collection fees of forty (40) euros, without prejudice to EVENTEAM's possibility to claim, upon proof, an additional compensation when the collection fees incurred are more than the amount of the said fixed compensation.

Furthermore, the Customer's failure to adhere to the payment schedule, 48 hours after a formal notice sent by registered letter with acknowledgement of receipt remains without

effect, may result at EVENTEAM's option in the termination by operation of law of the contract at the Customer's exclusive fault. In such a case, EVENTEAM may rightfully demand payment of a fixed compensation equal to the compensation provided for in case the Customer cancels under article 9.1 herein, without prejudice to the damages that EVENTEAM could claim.

13 DELIVERY - TRAVEL DOCUMENTS AND/OR BOOKING VOUCHERS

13.1 The travel documents, transport tickets and/or booking vouchers will be remitted to the Customer according to the method indicated in the acceptance email for his Order and/or in the sales contract, based on the information entered and updated, if necessary, by the Customer. EVENTEAM undertakes to implement all means at its disposal to reach the Customer based on the information provided by the Customer, but offers no guarantee that it will succeed if this information includes one or more errors.

13.2 The Customer shall make sure it has received these items no later than 7 (seven) days before the departure. Otherwise it must so inform EVENTEAM so these documents can be resent to the Customer.

13.3 Orders that aren't part of an airport pick-up or sent by email are subject to delivery fees payable by the Customer (non-



reimbursable in case of cancellation); by recorded delivery (€35 for an order between €1 and €500, €50 for an order between €501 and €1,000, €70 for an order between €1,001 and €1,500, €90 for an order between €1,501 and €2,500, €120 for an order between €2,501 and €5,000, €180 for an order between €5,001 and €10,000 and €360 for an order greater than €10,000. A supplement of €25 is applied for any delivery in Europe and €40 per order for any delivery outside Europe. These costs are mandatory when sending official documents (tickets, tourism card, visa, etc.).

14 ADMINISTRATIVE, CUSTOMS AND HEALTH FORMALITIES

14.1 The Customer shall make sure that he and the people accompanying him are in compliance, especially with the customs, police and health formalities in France and in the countries visited (destination countries and potential stopover countries). The Customer must learn and comply with all of the administrative or health formalities that are required to successfully take the trip prior to placing his Order, in order to ensure that these obligations are compatible with the personal situation of the Customer and the trip participants.

- Travel information: <http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays/>
- Health information: <https://www.pasteur.fr/>

fr/centre-medical/preparer-son-voyage / www.travelsante.com

14.2 Unless specifically mentioned otherwise in the contract, the Customer is solely responsible for fulfilling and paying the costs of the police, customs and health formalities required for the trip, including: passport, national identity card, residence permit, parent authorisation, visa, medical certificate, vaccinations, etc.

14.3 Depending on the country where the trip takes place, the conditions for entering the territory and obtaining visas can be extremely restrictive. Consequently, EVENTEAM may exceptionally end up including in its Holiday Package certain services (mandatory insurance policy, Visa formalities, etc.) to facilitate the Customer's procedures.

14.4 EVENTEAM especially draws its Customers' attention to the fact that:

- The regulations in some countries require that travellers' passports be valid for more than 6 months following the return date and have more than two blank pages.
- Minors participating in a trip must have administrative documents (identity card, passport, visa, etc.) in their name and must be accompanied by an adult.

EVENTEAM will in no case be able to accept the registration of an unaccompanied minor. Consequently, EVENTEAM cannot be held liable if, in spite of this prohibition, an unaccompanied minor would be registered on a trip without its knowledge.

- The formalities mentioned on the Website concern French nationals. If the Customer is not a French national, it is up to him to learn the formalities applicable to his situation and in particular to enquire, before placing the Order, with the competent authorities of his country of origin and the destination and/or transit countries.
- Some modifications are likely to occur between the publication of information on the Website or in the brochure and the departure date. Consequently, the Customer is advised to consult the Website and the useful links shown on the site before his departure.

14.5 EVENTEAM will not make any reimbursements if the Customer or one of the trip participants is unable to leave on the indicated date due to his failure to comply with the aforementioned administrative and health formalities.



15 SPECIFIC CONDITIONS CONCERNING TRANSPORTATION AND ACCOMMODATION PROVIDERS

Suppliers' Specific Conditions apply consistent with these GTS and may provide clarifications concerning the terms of payment, breaches and responsibilities of either party, booking cancellations or modifications, reimbursement conditions, etc.

15.1 Rail Transport

The conditions of providing rail transport are set by the rail carriers. The Customer alone is responsible for complying with the rail carrier's instructions concerning in particular the prior validation of the transport tickets. Passengers are carried by train in exchange for the prior payment of the trip price. This payment is acknowledged by the issue of a transport ticket that indicates all of the aspects of the trip, including in particular the class of ticket, the class of wagon and the references of the services it can be used for.

Distribution of transport tickets: No discount cards and/or loyalty programmes are taken into account on the EVENTEAM site. The traveller must make sure when booking the transport ticket that it has been issued according to his indications, namely the date, origin and destination of the trip.

Validity and validation of transport tickets: The transport ticket is valid for the journey it was booked for. Before boarding the train at the departure of each journey, the traveller must validate the transport ticket(s) for this journey in the ticket validation machines and other devices provided in the train stations or train stops.

Control of transport tickets: Travellers must present their transport ticket(s) each time so requested by the authorised agents in the trains and train stations, failing which the controller may sanction this infraction by applying a fine.

Lost, stolen or misplaced transport ticket: Lost or stolen transport tickets will not be reimbursed. Where applicable, these tickets may be reissued if the carrier's Specific Conditions make such provision subject to payment of handling fees.

BAGGAGE: On the occasion of their trip, travellers may bring personal baggage with them (see the rail carrier's specific conditions). Each bag deposited in the train must bear a label mentioning the traveller's name, seat number and destination train station. The bags must remain under their close surveillance throughout the trip and are subject at all times to inspection by the customs security and inspection authorities.

15.2 Sea transport

The conditions of providing sea transport are set by the sea carriers. The Customer alone is responsible for complying with the sea carrier's instructions concerning in particular the prior validation of the transport tickets. Passengers are carried by boat in exchange for the prior payment of the trip price. This payment is acknowledged by the issue of a transport ticket that indicates all aspects of the trip, including in particular the class of ticket and the references of the services it can be used for.

Distribution of transport tickets: No discount cards and/or loyalty programmes are taken into account on the EVENTEAM site. The traveller must make sure when booking the transport ticket that it has been issued according to his indications, namely the date, origin and destination of the trip.

Validity of transport tickets: The transport ticket is valid for the journey it was booked for. When you go to the marine terminal you must have your transport ticket and/or indicate to the stopover personnel your booking reference.

Lost, stolen or misplaced transport ticket: Lost or stolen transport tickets will not be reimbursed. Where applicable, these tickets may be reissued if the carrier's Specific Conditions make such provision



subject to payment of handling fees.

15.3 Air transport

Carrier's name: For each trip or stay, the prices indicated (in a brochure or on the Website) mention the name of the main airline partner(s) concerned (a maximum of 3 per leg). This information only concerns the international transport to or from France. EVENTEAM will send the Customer the list of contractual air carriers and, where applicable, the carriers likely to perform the air transport. EVENTEAM will confirm to the Customer the name of the actual carrier no more than eight (8) days before the departure (generally in the airport notice).

List of passenger names: The complete list of passenger names must be submitted in writing no more than 45 days before the departure date. Any seat not assigned by name at this date will be cancelled automatically.

Issue of transport tickets The definitive list of passengers must be submitted 45 days before the departure date. This tickets will be issued at this date. Every issued ticket cannot be reimbursed or modified.

Changes of participants' names before the departure:

Any name change after this limit will be considered as a cancellation. The name change will result in a new ticket being issued and

billed based on the amount indicated by EVENTEAM.

Regular flights

Air transport is subject to the general transport conditions of each airline, which determines in particular the company's terms of liability, the measures put in place for handicapped, disabled or corpulent passengers, children, pregnant women, baggage transport, animal transport, etc. For any question concerning air transport, the Customer should refer to the general transport conditions accessible on the airline's website, which apply to it by operation of law. Consequently, some items below are provided for information purposes, in reference to what is currently practised by airlines, and should be confirmed based on the specific conditions of the airline that will carry the Customer.

The conditions of operating air transport are governed by the airlines. Time or itinerary changes, stopovers, airport changes, delays, missed connecting flights and flight cancellations are part of the constraints specific to air transport. Most often they are related to air space congestion at certain periods, compliance with air navigation rules and delays in handling aircraft in airports in the interests of guaranteeing passenger safety. EVENTEAM cannot be held liable for time or itinerary changes. The potential delay incurred cannot form the basis for

any compensation for any reason whatsoever on the part of EVENTEAM. Direct flights can be "non-stop" or include one or more stopovers with or without a change of aircraft, without EVENTEAM having necessarily been informed. The same applies for connecting flights, which can be subject to changes of aircraft.

The Customer is asked to comply with the timetables mentioned in the rendezvous letter and to take into account the waiting time required to fulfil the customs and police formalities. Thus it is recommended to show up for check-in at least three (3) hours before the aircraft's departure time for international flights and at least one hour and a half for domestic flights. Some objects may not be authorised on board aircraft. It is up to the Customer to verify with the airline concerned the list of prohibited objects or products. The Customer is asked to find out in advance the procedures to follow.

Failure to show at departure: If the Customer fails to show up for check-in on a departing flight, the carrier may cancel the booking. Any interrupted or shortened trip or any Service not consumed due to the Customer shall not confer any right to any reimbursement by EVENTEAM. If the Customer has taken out an insurance policy covering in particular an interruption of



stay, he must comply with the cancellation terms shown in the conditions of his insurance policy.

Pre and post transport:

The preferential prices applicable to air and/or train transport to Paris or other European cities from certain regional cities apply strictly according to the conditions mentioned in the EVENTEAM programmes (namely cities of origin, up to the number of seats available in the designated booking class, Roissy or Massy TGV train stations exclusively, day of operation), direct connection with the international roundtrip flight and provided the designated airline continues to operate departing flights from the Customer's city of departure. Apart from these strictly determined conditions, no preferential price is applicable. No reimbursement or coverage of related expenses will be accepted if the seat is unavailable the day requested by the Customer. The booking request (with mandatory departure and return from the same city) will only be accepted at time of registration provided enough seats are available in the booking class designated by the carrier. If the special flight scheduled to operate the pre-transport or post-transport should be cancelled or delayed, the companies reserve the right in this case to provide the transport by any other mode (bus, train, etc.). If the Customer himself organises the pre- or post-

transport, it is recommended that he book modifiable, or even reimbursable, transport tickets in order to avoid any risk of financial loss in case the flight is delayed or cancelled. The Customer is also advised not to plan any major commitment the day of return or the day after for the same reasons. The consequences of delays (missed regular flight) during pre- and post-transports, which are organised solely under the Customer's liability can in no case be borne by EVENTEAM.

Re-confirmation of flight timetables:

The Customer is required to reconfirm, with the airlines concerned, the timetable of his flights, within 48 hours preceding the outgoing travel date and 72 hours preceding the return travel date. This procedure is mandatory. Otherwise, the airline cannot guarantee the seat and may assign it to another Customer. Furthermore, this procedure also lets the Customer on this occasion confirm the return flight timetables, which may have undergone changes. EVENTEAM cannot be held liable for a potential negligence on the part of the Customer.

Lost or stolen airline tickets:

If his airline ticket is lost or stolen, the Customer must report it to the police and airline and cover the cost of his return, where necessary, by purchasing another ticket from the issuing airline. All

consequences resulting from this loss or theft of a ticket are at the Customer's expense. However, reimbursement, at the discretion of the airline, may be requested accompanied by all original documents (stubs of purchased tickets, boarding passes, etc.).

Baggage Each airline has its own regulations concerning baggage. Most often, each passenger can check-in bag(s) with a total maximum weight of 15 kg on special flights and 20 kg on regular flights. Likewise, certain airlines charge for baggage in the baggage holds. Note that any extra baggage costs will be at the Customer's expense. Airlines have complete latitude to accept or refuse to check-in large, heavy or special baggage. Regarding the transport of special equipment, the Customer is invited to contact the carrier who will inform him of the specific conditions and prices applicable. The airline is only liable for the baggage entrusted to it up to the indemnities provided for by the applicable international conventions. If the checked-in baggage is damaged, delayed, lost or destroyed, the Customer must report it to the airline according to the conditions determined by the airline. Customers are advised to take out an insurance policy covering the value of their objects.

Pregnant women: Airlines can sometimes refuse to board a pregnant women



when they believe, due to the term of the pregnancy, there is a risk of a premature birth during the transport. EVENTEAM cannot be held liable for an airline's refusal to board a Customer.

Children: For safety reasons, some airlines require that each child less than 2 years old be accompanied by at least one adult. Children less than 2 years old do not have an assigned seat in the plane, unless the parents have ordered a special seat for them, subject to an price supplement.

Airline tickets: Airline tickets are issued in the traveller's name, cannot be assigned and are only valid on the indicated dates. They are not reimbursable if they are not used on their scheduled outbound and/or return date.

Calculation of prices: The roundtrip ticket price is obtained by adding the outbound + return legs + taxes + fuel surcharge.

Air transport conditions: The planned timetables, types of aircraft, flights and itineraries are only provided as an indication and can be modified, especially in order to consolidate passengers on the same flight or to consolidate several stopovers on the same stopover. Such a modification will only take place with an advance notice of at least 2 days and cannot advance or delay the scheduled flight

date more than 48 hours. Furthermore, due to the intensity of air traffic, events independent of our control like strikes, cancellation of rotations, weather conditions, length of formalities and/or customs controls, passenger security measures, technical, mechanical or other incidents, delays and/or changes in airports may occur.

Special services: Some airlines may offer travellers special services, especially concerning meal preferences (vegetarian, etc.) or handling handicaps (availability of a wheelchair, etc.). EVENTEAM forwards these requests to the airline concerned, who satisfies them to the extent that it can and their availability, but without any special guarantee.

Mandatory transport taxes: These taxes are set by the governments and include in particular the passenger fees and airport taxes and are due in all cases. The applicable taxes at the booking date are included in the tax included price. They can vary under the conditions provided for in article 11.5. In case of cancellation after a ticket is issued for a regular flight, the amount of taxes will only be reimbursed after the original ticket is returned.

Air transport on chartered flights

Availability: All offers proposed by EVENTEAM

are valid for the periods indicated until all of the available seats have been taken. In particular, the Customer is informed that certain products can be sold in a relatively short timeframe. This is especially the case for the promotional or special offers described in the programmes, pursuant to article 5.4. Furthermore, the Customer is informed that the actual availabilities of airlines may not be updated in real time. If the trip turns out to be unavailable, EVENTEAM will inform the Customer within a maximum of 48 hours and offer him another trip. If the Customer refuses, EVENTEAM will reimburse the full amount paid by the Customer. EVENTEAM is not, in any case, liable for the unavailability of a trip disclosed within 48 hours after the booking and will not pay any compensation.

15.4 Accommodation

Classification of the establishment: The classification, by stars or categories, as indicated in the descriptions, is determined by the local Tourism Ministries, with reference to the local standards of the host country, which may differ from French standards. Therefore this classification is provided as an indication.

Check-in and check-out of the room. Generally, Customers check-in to rooms after 3:00 p.m., irrespective of the flight's time of arrival and check-out before noon,



irrespective of the return flight's departure time.

Categories of room

- Single rooms: they have a one-person bed and are subject to a price supplement.
- Double or twin rooms: they have two single beds or a double bed.
- Triple rooms: in most cases they are like a double room with an extra bed.
- Quadruple rooms: in most cases they are like a double room with two extra beds.
- Family rooms: in most cases they are like a triple or quadruple room, with three or four real standard size beds, and are not eligible for any reduction.

Meals: They depend on the plan chosen and include, unless provided otherwise:

- All-inclusive plan: accommodation, breakfasts, lunches, dinners and usual drinks (mineral water, fruit juice, sodas, wine and local alcohols). Some alcohols may not be included in the plan and be subject to supplementary billing.
- Full board: accommodation, breakfasts, lunches and dinners, without drinks.
- Half-board: accommodation, breakfasts and dinners or lunches according to circumstances, without drinks
- Only breakfasts

- All additional consumption not included in the plan are payable on site with the hotel-keeper.

Local taxes: Some local taxes may be imposed by the authorities of some Countries (tourism taxes, visitor's tax, etc.). They are payable by the Customer and must be paid on site.

15.5 Transfers

Can be included, at the Customer's request, in the trip or stay offered by EVENTEAM:

- The shuttle between the Customer's place of residence and the departure (train station or airport),
- The shuttle between the place of arrival (train station or airport) and the place of accommodation.

16 INSURANCE

16.1 Insurance taken out by EVENTEAM

EVENTEAM has taken out a professional liability insurance policy with MMA – 19 Boulevard Alexandre Oyon 72030 LE MANS CEDEX (Le Mans Trade and Companies Register 440 048 882), under No.144.664.520, according to the conditions provided for by the current laws.

16.2 Recommended insurance for the Customer

16.2.1 Travel Insurance

Unless provided otherwise, no travel insurance (comprehensive,

cancellation or other insurance) is normally included in the Tourism Packages proposed by EVENTEAM. EVENTEAM strongly recommends that its Customers take out one of the insurance policies presented in its offer. The insurance must be taken out when booking the Holiday Package.

The "Mice Assurances" company offers three insurance plans:

- plan 1 "covering cases of flight or train cancellations or delays
- plan 2 covering assistance, medical expenses, luggage damages, traveller's civil liability, personal accidents and the case of flight or train delays
- plan 1 + 2, which covers all of the aforementioned cases.

The insurance notices are published in full on the Website. Moreover, EVENTEAM provides Customers who so request a copy of the insurance policies offered by "Mice Assurances" so they can take out one of these insurance policies with full knowledge of the facts.

16.2.2 Other Insurance

EVENTEAM informs the Customer that certain trips of Sports Events are more specifically exposed to late, cancellation or change risks that result in financial consequences related to the impossibility to deliver the planned



Services and for which EVENTEAM's liability cannot be claimed. Under certain conditions, specific insurance policies are available.

For more information please contact the EVENTEAM customer service.

16.2.3 Declaration of loss

The Customer must declare the loss directly with the insurance company according to the terms determined by the policy's general conditions.

16.3 Failure to take out insurance – Consequences

The Customer who deliberately chooses not to take out an insurance policy in spite of the recommendations formulated by EVENTEAM shall assume alone the risks incurred of the Services being late, modified or cancelled, without any right to claim any compensation from EVENTEAM, apart from the limited cases provided for by these GTS and the French Code of Tourism.

17 ASSISTANCE

EVENTEAM provides the Customer appropriate assistance if he is in trouble:

- by providing him useful information about the health services, local authorities and consular assistance; and

- by helping the Customer make long distance calls and find other travel services.

EVENTEAM will send the Customer before the departure, the name, address, telephone number, email address and, where applicable, the fax number of its local representative, a contact point or another service through which the Customer can quickly contact EVENTEAM and communicate with it effectively, ask for help if the Customer is in trouble or complain of any observed failure to perform the Services as planned.

18 EVENTEAM'S LIABILITY

18.1 Services: EVENTEAM ensures with its partners, suppliers and Event Organisers that the ordered Services proceed smoothly. Except in the case where EVENTEAM offers a Holiday Package, EVENTEAM only has an intermediary role between the Customer and the Service suppliers. Its liability can only be incurred due to a proven fault in performing its intermediary service in accordance with the ordinary law of liability. It will be up to the Customer to direct its potential claims directly to the suppliers concerned (rail, air, sea or road carriers, Organisers).

The liability of the airlines and their agents or employees who perform the air transport on the trips offered by EVENTEAM is limited in case of damages, complaints or claims of any

kind, exclusively to the air transport of passengers and their baggage, as specified in their conditions of transport and in accordance with the provisions of the applicable international conventions and European Community directives. In the event of damages that exclusively incur the air carriers' liability due to their services alone, EVENTEAM can in no case be held liable for more than the limits of the said carriers, as defined by the applicable international conventions and European Community directives.

18.2 Exemption – force majeure: EVENTEAM can in no case be held liable for any failure to perform or the poor performance of all or part of the Services, which would be attributable (i) to the Customer, (ii) to an unforeseeable and insurmountable event by a third party not involved in the Service supplied by EVENTEAM or (iii) to any case of force majeure, as usually defined by the jurisprudence of French courts. Without this list being exhaustive, the following generally constitute a case of force majeure: total or partial strikes outside the company, lock-outs, bad weather, blockage of means of transport or procurement for any reason whatsoever, earthquake, natural disaster, fire, sabotage, explosion, legal or regulatory government restrictions concerning the forms of commercialisation, demonstrations and/or insurrections or (iv)



exceptional and unavoidable circumstances.

18.3 **Website:** EVENTEAM does not guarantee that the Website will be free of anomalies, errors or bugs, nor that they can be corrected, nor that the Website will operate continuously, without breakdowns or interruptions, nor even that it is compatible with the Customer's specific hardware or configuration. EVENTEAM is in no way liable for any malfunctions attributable to third party software. EVENTEAM cannot be held liable due to foreseeable or unforeseeable damage, material or immaterial (including the loss of profits or opportunity, etc.), resulting from the use or total or partial impossibility to use the Website.

18.4 **Third party sites:** Finally, EVENTEAM is not liable for the contents of third party sites accessible via the hypertext links shown on the Website. These hypertext links are only provided in order to facilitate the Customer's information searches, but EVENTEAM has no control over these sites.

18.5 **Risks and limits inherent to the Internet:** The Customer declares that it knows the characteristics and limits of the Internet, especially concerning technical performances, response times to consult, search or transfer data and risks related to the security of electronic communications.

19 INTELLECTUAL PROPERTY

19.1 EVENTEAM or its partners, suppliers and Organiser are owners of all intellectual property rights related to the Website and all of its protectable components. Access to the Website doesn't grant the Customer any right to the Website's intellectual property rights, which remain the exclusive property of EVENTEAM or its partners, suppliers and Organiser. The items accessible on the Site, especially in the form of text, photographs, images, icons, cards, sounds, videos, software, databases, data and brands are also protected by intellectual and industrial property rights and other private rights held by EVENTEAM or its partners, suppliers and Organiser.

19.2 Consequently, the Customer shall refrain from representing, reproducing, modifying, publishing, adapting or using all or part of the Website on any media whatsoever, by any means whatsoever, without EVENTEAM's prior written authorisation. Any failure to comply with this prohibition may be subject to an appropriate action, especially an infringement action pursuant to the current legislation. The Customer is only authorised to consult the Site strictly for private, non-commercial purposes.

20 PERSONAL INFORMATION

20.1 **Compliance with applicable regulations:** EVENTEAM undertakes to comply with the current

legal and regulatory provisions concerning information technology, files and civil liberties, especially law No. 78-17 of 6 January 1978 in its latest amended version, called "Loi Informatique et Libertés" (French Data Protection law), as well as Regulation (EU) 2016/679 concerning the protection of natural persons with regard to the processing of personal information and the free circulation of this information, and abrogating the directive 95/46/EC (General Data Protection Regulations). To that end, EVENTEAM undertakes to implement appropriate technical and organisation measures to protect the personal information entrusted to it against unauthorised distribution or access.

20.2 **Data controller – Objectives:** The Customer is informed that EVENTEAM uses an automated process to collect and process its Customers' personal information so it can receive, fulfil and manage their Service Orders and more generally in order to manage and monitor its commercial relationship with its Customers and prospects, pursuant to the recommendations provided for in the [Simplified Norm No.48](#) issued by the CNIL. EVENTEAM also uses this information to improve its Website, prevent or detect fraud or abuse on its Website and to enable third parties to provide technical, logistical or other functions on behalf of EVENTEAM. Finally, EVENTEAM may



process its Customers' personal data in order to satisfy its legal obligations or to defend itself in connection with a legal proceeding.

20.3 The form fields shown on the Website marked by an asterisk are mandatory (*) to create the Customer account and/or process his Order. If the Customer fails to provide this information, his requests cannot be processed.

20.4 **Cookies:** The Customer is also informed that, during his visits to the Website, session cookies are installed in his computer's memory. The purpose of these cookies is to:

- enable and improve the Website's operation;
- enable third parties to provide technical, logistical or other functions on behalf of EVENTEAM;
- identify the Customer so he can place Orders online;
- provide the Customer with personalised functionalities like the "recommended for you" products, advertising announcements based on his centres of interest on other websites and storing "already seen" products between visits in order to improve the purchasing experience; and
- prevent fraudulent activities and improve the Website's security.

For more information about the cookies used by EVENTEAM and in particular concerning the means that can be used to refuse or disable them, the Customer may consult the "GDPR" tab on the Website.

20.5 **Data concerned:** The data collected are primarily the data concerning the identity of the Customer and trip participants (surname, first name, address and phone number), the references of their identity papers (national ID card, passport), the means of payment data, the transaction data, the tracking data concerning the commercial relationship and payment of invoices, the data necessary to carry out loyalty programme and prospecting actions and other information that the Customer may freely provide to EVENTEAM so the ordered Services are well organised, via the Website or by other means.

20.6 **Retention time:** The personal information of the Customer and participants are only kept during the period strictly necessary for EVENTEAM's processing in the context of managing its customers and prospects, pursuant to the recommendations set out in the [Simplified Norm No.48](#) issued by the CNIL.

Concerning the customer and prospect management data:

The personal information related to customers are kept for the necessary period to manage the customer relationship and

then archived during the time limits set by law.

The customer information used for commercial prospecting is kept for a period of 3 years from the end of the commercial relationship (e.g., from a purchase, the expiration date of a guarantee, the end of a service contract or the last contact from the customer).

The personal information related to a non-customer prospect is kept for a period of 3 years from its collection by the data controller or the last contact from the prospect (e.g., a document request or a click on a hypertext link contained in an email; on the other hand, opening an email cannot be considered as a contact from the prospect).

Concerning identity papers

In the event the right to access or correct is exercised, the data related to identity papers are kept for the period provided for in article 9 of the French Code of Criminal Procedure (namely one year). In the event the right to object is exercised, these data are archived for the time limit provided for in article 8 of the French Code of Criminal Procedure (namely 6 years).

Concerning bank card data

Bank card data are deleted once the transaction is complete (i.e., its payment is completed).

In the case of payment by bank card, the card number and its date of validity may



be kept for evidence purposes in case of a potential dispute of the transaction, in intermediate archives, for a maximum period of 15 months from the date of debit.

Concerning the management of opt-out lists from receiving prospecting:

When a person exercises his right to opt out of receiving prospecting with a data controller, the information used to take into account his opt-out right are kept at least three years from the exercise of the opt-out right. These data can in no case be used for other purposes than to manage the opt-out right and only the necessary data to take the opt-out right into account must be kept (e.g., the email address).

Concerning web analytics statistics:

The information stored in users' terminals (e.g., cookies) or any other component used to identify users and make it possible to trace them, are kept for 13 months. After this period, the data are deleted or anonymised.

20.7 Recipients: The Customer is informed and accepts that, in the context of fulfilling the Orders, the personal information that he has provided is intended for authorised EVENTEAM personnel and authorises EVENTEAM to transmit this information to third party service providers (subcontractors, suppliers, carriers, hotel operators, activity providers, third

party vendors, etc.) only for the needs of performing the contract concluded with the Customer.

The Customer's personal data may also be shared with other companies in the EVENTEAM group; websites from which the Customer may be redirected to the EVENTEAM Website ("referral websites") or commercial partners with whom EVENTEAM jointly offers products or services. When the Customer is a natural person not acting professionally, no personal data may be transmitted to third parties for purposes of commercial prospecting for products or services that are not similar to those proposed by EVENTEAM, unless the Customer has previously and actively given his consent to these communications,

EVENTEAM has no control over the policies of confidentiality of the referral websites or its commercial partners. Therefore, the Customer is invited to take note of their respective policies concerning the processing of personal data.

These third party service providers may be located around the world, depending on the location of the Event and/or planned stay or trip. In the event where the third party service providers would be established in countries that don't offer a level of protection of personal data equivalent to that offered by French law, only the data necessary to fulfil and

manage the Customer's Order are transferred pursuant to the exceptions provided for in the current regulations (article 49c) of the General Data Protection Regulations and 69, 5° of the French Data Protection law.

20.8 Customer's Rights: The Customer has the right to access, correct and delete his personal information. He can also exercise his right to opt out of having his personal information processed under the conditions provided for by the applicable French and European regulations. To exercise his rights, the Customer must send a letter to EVENTEAM - 75 ter Rue du Point du Jour - 92100 Boulogne-Billancourt along with proof of identity or an email to the following address: contact@eventeam-group.com.

The combination of travel services offered to you is a package as defined in the directive (EU) 2015/2302. Therefore, you benefit from all EU rights applying to packages. EVENTEAM will be fully liable for the package's satisfactory performance as a whole. Moreover, as required by law, EVENTEAM has protection in place to refund your payments and, if transport is included in the package, to repatriate you in the event that it becomes insolvent. More information on key rights under Directive (EU) 2015/2302: <http://eur-lex.europa.eu/legal-content/FR/TXT/?uri=CELEX%3A32015L2302>



21 Admissible evidence

- 21.1 It is expressly agreed that, apart from an obvious error by EVENTEAM, the data kept in its information system, especially in its electronic messaging tools, have evidentiary value regarding the Orders placed and the parties' fulfilment of their obligations.
- 21.2 The data on computer or electronic media kept by EVENTEAM constitute legally admissible means of proof with the same evidentiary value as any written document that would be established, received or kept and these data may be validly produced by EVENTEAM in any dispute or legal proceeding.

22 EFFECTIVE DATE – MODIFICATIONS OF THESE GTS

- 22.1 These GTS are valid from 15/04/2019. This version supersedes the prior versions.
- 22.2 EVENTEAM reserves the right to modify these GTS at any time without advance notice, it being understood that such modifications will only be applicable to Orders placed subsequently.

23 CLAIMS – DISPUTE SETTLEMENT

- 23.1 The Customer is required to inform EVENTEAM, without undue delay, of any non-compliance observed while a Service is being provided, so EVENTEAM can remedy the situation to the extent possible, as long as this doesn't generate

disproportionate costs, given the importance of the non-compliance and the value of the Services concerned. Any potential claim must be sent to EVENTEAM by any means capable of obtaining an acknowledgement of receipt within a maximum of thirty (30) days after the end of the trip or stay, unless a shorter timeframe is provided elsewhere in these GTS. Beyond this timeframe, the Customer waives any recourse and claims against EVENTEAM. In addition, the claims will only be accepted to the extent that the difficulties they refer to were reported to EVENTEAM or to the supplier during the Service so an attempt could be made to remedy the situation to the extent possible, as long as this doesn't generate disproportionate costs, given the importance of the non-compliance and the value of the Services concerned.

- 23.2 After having submitted a claim to the EVENTEAM customer service, and if a satisfactory response is not received within 3 months from the submission of the claim, the Customer may refer the claim to the Tourism and Travel mediator, whose address and terms of submission are available on the website www.mtv.travel.

24 INVALIDITY

In the case where one of the stipulations provided for in these GTS would be declared null and void or without effect, it will be

considered not to have been made, without this affecting the validity of the other stipulations.

25 APPLICABLE LAW AND COMPETENT JURISDICTION

These GTS, and more generally the contract concluded between EVENTEAM, is subject to French law. In case of a dispute with a customer not considered as a "consumer" as defined in the French Consumer Code, express jurisdiction is attributed to the Commercial Court of Paris, France, notwithstanding the plurality of defendants or introduction of third parties, including for emergency or protective measures. In the other cases, the dispute will be submitted to the competent French Courts, pursuant to the provisions of the French Code of Civil Procedure. Pursuant to article 1 of the decree of 1 March 2018 establishing the model of information form for the sale of trips and stays, EVENTEAM provides the traveller with a form that includes the information forms set out in 1° to 8° of article R.211-4 of the French Code of Tourism, which are sufficient for the planned contract, as well as the summary of his rights according to the model reproduced hereafter:

Key rights provided by directive (EU) 2015/2302 transposed in the French Code of Tourism:

- Travellers shall receive all essential information about the package before concluding the package tour contract.



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| <ul style="list-style-type: none"> • The organiser and the vendor are liable for the satisfactory performance of all the travel services included in the contract. • Travellers are given an emergency telephone number or details of a contact point they can use to get in touch with the organiser or the vendor. • Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs. • The price of the package may only be increased if specific costs rise (e.g., fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the package price, the traveller may rescind the contract. If the organiser reserves the right to increase the price, the traveller has a right to a price reduction if there is a decrease in the relevant costs. • Travellers may rescind the contract without paying any cancellation fee and get a full refund of any payments made if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the professional responsible for the package cancels the package, travellers | <ul style="list-style-type: none"> may obtain a refund and compensation, if necessary. • Travellers may rescind the contract without paying any cancellation fee before the start of the package in the event of exceptional circumstances (e.g., if there are serious security problems at the destination, which could affect the package). • Additionally, travellers may at any time before the start of the package rescind the contract in return for an appropriate and justifiable cancellation fee. • If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements must be offered to the traveller at no extra cost. • Travellers may rescind the contract without paying any cancellation fee, when the services are not performed in accordance with the contract, this substantially affects the performance of the package and the organiser fails to remedy the problem. • Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are not performed satisfactorily. | <ul style="list-style-type: none"> • The organiser or the vendor must provide assistance if the traveller is in difficulty. • If the organiser or the vendor becomes insolvent, payments will be refunded. If the organiser or the vendor becomes insolvent after the start of the package and if transport is included in the package, repatriation of travellers is covered. • EVENTEAM has taken out an insurance policy against insolvency with the Association Professionnelle de Solidarité du Tourisme (Professional Tourism Solidarity Association). Travellers may contact this organisation at: APST – 15 Avenue Carnot, 75017 PARIS – Tel: 01 44 09 25 35 – Email: info@apst.travel if they are refused the services due to EVENTEAM's insolvency. <p>Link to decision No. 2017-1717 of 20 December 2017 transposing the directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 concerning package tours and related travel services:</p> <p>https://www.legifrance.gouv.fr/affichTexte.do;jsessionid=336013EBE8F42517404F29630FEE4D42.tplgfr27s_1?cidTexte=JORFT-EXT000036240465&dateTexte=20190325</p> |
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