

GT&CS FOR DIRECT SALES TICKET COUNTERS – CORRESPONDENCE – PERSONS OF REDUCED MOBILITY & WORKS COUNCILS V130417

PRELIMINARY INFORMATION

It should firstly be noted that these general terms and conditions of sale ("GT&CS") relate to the following company in its capacity as operator of the Pierre-Mauroy Stadium and the direct distributor of tickets for events organised within the site:

ELISA, a SAS (Simplified Joint Stock Company) incorporated under French law with a share capital of 4,840,000 Euros with its registered office at 261 Boulevard de Tournai, 59650 Villeneuve d'Ascq, recorded at the Lille Métropole Register of Trades and Companies under the number 508 378 130;

These GT&CS govern the sale to individuals ("the Clients"), by the company ELISA (the Seller), of an entry pass (or "Tickets") for events at the Pierre-Mauroy Stadium ("Stadium") whereby the Seller acts in the capacity of a direct distributor of tickets. In this regard the GT&CS apply in the following cases:

- Sales of Tickets at the Stadium's ticket counters;
- Sales of Tickets to the general public by post;
- Sales of Tickets by post to persons of reduced mobility;
- Sales of CE (Works Council)/GROUP Tickets by post.

Any version of these GT&CS in a foreign language is purely for information. Only the GT&CS drawn up in French shall constitute evidence and govern the relationship between the Client and the Seller.

The Seller reserves the right to adapt or amend these GT&CS at any time and the Client shall not be able to assert a lack of knowledge of them; the Client is invited to regularly consult the GT&CS on the www.stade-pierre-mauroy.com site in order to keep informed as to any changes to these terms and conditions.

GENERAL INFORMATION CONCERNING TICKETS

The prices of Tickets are indicated in Euros inclusive of all taxes (including VAT) and exclusive of contributions toward handling, management, procurement and forwarding. All orders, regardless of their origin, are payable in Euros.

The Seller reserves the right to amend its prices at any time but it is agreed that Tickets shall be invoiced on the basis of the pricing in force the time of registration of orders.

Tickets for events shall remain the property of the organiser of the event up until full and final payment of the price by the Seller or its agents. The latter may accordingly not be held liable for any change of sectoring, type or category of seat decided upon by the organiser of the event between the date of order and the date of issue of the Tickets.

For certain events the sale price offered by the Seller may be higher than the sum indicated on the Ticket owing to charges or purchase commissions levied by the providers as well as management, assistance and/or handling charges applied by the Seller.

During certain events, the Seller (or the organiser) may reserve the right to install name-specific and non-transferable ticketing arrangements. In this case, the input of the surname and first name of the holder of each Ticket shall be obligatory. In default, a holder of a Ticket not duly completed shall not be allowed access to the Stadium. In addition, the Seller (or the organiser) may decide to put in place a checking of identity procedure (in the stand or at the entrances) for the sole purpose of checking matching between the Client and the person wishing to enter the Stadium. The Seller (or the organiser) may then refuse entry to the Stadium or expel any holder of a ticket in respect of which the identity check reveals an inconsistency. It is hereby agreed that only the category indicated on the ticket and that chosen by the Client during the ordering process shall stand as evidence in the event of any dispute concerning the choice of the said category upon receipt of the seats.

The limit to the number of seats per order for an event shall be determined by the organiser and stated by the Seller on the sale page or the Purchase Order. Persons requesting more Tickets than the authorised limit may have their Tickets refused or cancelled. No duplicate of a Ticket may be issued including in the event of loss or theft.

LOCATION OF SEATS

Where the option is provided, the Client shall choose the location that it wishes for the Event depending on the number of seats available. The allocation of seats shall be in the order of registration of reservations and shall in no circumstances constitute a contractual commitment on the part of the Seller with regard to the actual position of the seats.

For the same order, seats will be grouped, by default, by row, block or doors. As far as practicable, seats for the same order will be contiguous. It may however occur (e.g. heavy demand, etc.) that the seats are separated in which case the Seller will try to obtain the closest possible allocation within the limit of the technical possibilities.

Once the order is validated, it shall become final and no dispute or cancellation shall be admissible or accepted. Accordingly, the Seller may not be held liable for the Client's failure to comply with the terms regarding its seats.

In the event of works or improvements in the Stadium necessitated for security reasons, the area for the Ticket purchased may be changed without a change of price, which is expressly accepted by the Client, who will be notified by the Seller.

In the event of very high demand, scarcity of supply and a particular method of marketing of certain events, the categories of seats by our providers may differ from the initial application.

COLLECTION OF ENTRY PASSES

In accordance with the arrangements defined by the organiser and/or the Seller, one or more methods of collection of entry passes will be offered to purchasers.

The various methods available will be offered to the Client at the time of order (on the dedicated Purchase Order applicable).

Mailings: The Client may receive its order by registered post with acknowledgement of receipt at the address provided to the Seller, on payment of a flat-rate supplement specified at the time of the order.

The Seller shall send the proof of payment together with the Tickets to the address provided by the Client during the ordering process (home address or other address). In the event of a change of address subsequent to the order, the Seller shall not be held liable where the order has been sent to the delivery address provided during the ordering process. The Client shall be responsible for making arrangements with the Post Office or the carrier to forward its post in the event of a change of address.

No compensation or refund will be granted for loss resulting from post returned to the sender subsequent to the date of the event or making it impossible to resend the Tickets or to collect them on site.

In the case of a late order by reference to the date scheduled for the event, the Client shall be obliged to place the order by "e-ticketing". Sending by post may not guarantee receipt of the order where requested less than eight days prior to the date of the event.

"E-TICKET" PRINTING: Tickets sold by the seller may also take the form of "e-tickets", i.e. entry passes printable on A4 paper medium. The "e-ticket" entry pass must be printed by the Client, and sent by post to the address provided by the latter in the Purchase Order. The "e-ticket" entry pass shall only be valid subject to the following terms and conditions:

It must be printed on white A4 paper, blank on both sides, without changing the size of printing, in portrait format (vertical). No other medium (electronic, PC screen, mobile phone screen etc.) will be accepted.

An entry pass which is partially printed, soiled, damaged or illegible will not be accepted and shall be deemed not to be valid. In the event of an incident or poor print quality, the Client must reprint the digital document. To achieve good printing quality, the Client shall ensure that the information on the entry pass together with the barcode is fully legible.

Accordingly, prior to every order for an entry pass, the Client must ensure that it has the software and hardware configuration necessary to print "e-

tickets": a computer connected to the Internet and equipped with the Acrobat Reader application or equivalent and a printer. Prior to the order the client must test that the printer used allows for the correct printing of "e-tickets". The Seller declines all liability in the event of it being impossible for the Client to print its "e-tickets" owing to non-compliance with the software and hardware configuration referred to above.

It is strictly prohibited to reproduce, duplicate or counterfeit this entry pass in any manner whatsoever. Such reproduction of an entry pass or the use of a copy of an entry pass shall be liable to legal action.

The Seller declines all liability for errors arising during the ordering, processing or printing of entry passes, to the extent that the Seller has not caused them intentionally or as the result of negligence or the loss, theft or unlawful use of entry passes.

Numbering of entry passes and barcodes shall ensure single entry at the time of verification. The first person to present an entry pass will be presumed to be the lawful holder and will be admitted to the event, regardless of any name appearing on the entry pass.

During verification, the Client must hold a valid official identity document with a photograph: identity card passport, driving licence or residence permit. Livrets de famille (family books) are accepted for children. The Client must retain this document throughout attendance at the place of the event.

COLLECTION AT THE STADIUM'S TICKET COUNTERS: The arrangements will be notified to the purchaser as soon as the collection point is known. A proof of collection, to be presented at the ticket counters, will be provided to the purchaser by the Seller. An identity check may be required in exchange for the order to check matching between the Client and the person collecting the entry pass at the ticket counters.

CANCELLATION AND REIMBURSEMENT

It should firstly be noted that in accordance with Article L. 121-21-8 of the Consumer Code applicable to these GT&CS, the Client may not exercise any right of cancellation with regard to the Tickets purchased by it.

Events take place under the sole responsibility of the organiser. The Seller may thus in no circumstances be held liable for any changes, cancellations or postponements.

A Ticket may not be refunded, returned or exchanged, even in the event of loss or theft, save where an event is cancelled and a decision made by the organiser to make refunds on Tickets.

In this case exclusively, orders can be refunded in full, shipping costs included, on condition that the Tickets received by the Client are returned to the Seller.

The arrangements for exchanges, transfers of the date of validity of tickets or refunds shall be decided on by the organiser. The information will be provided by the Seller to Clients by email or telephone. The refund can only be made after return of the Tickets where the Client has already received them.

For certain events, the organiser reserves the right to make postponements and changes of dates and times, prohibiting any request for cancellations and refunds before the date of the event from Clients inconvenienced. These circumstances apply especially to sports meetings where the dates and times are subject to changes decided upon by the organiser without this giving entitlement to compensation or refund in the event of it being impossible for the Client to attend the event.

On notification of cancellation or change of the date, time or place of an event for which the Client has reserved Tickets, the Client accepts that the Seller, where notified in advance by the organiser, may use the contact details entered at the time of reservation in order to keep the Client informed of the procedure to be followed.

In the event of postponement of an event for which an entry pass to the car park has been purchased, the entry pass to the car park will not be refunded and will remain valid for the new date.

In the event of cancellation of an event for which an entry pass to the car park has been purchased, the entry pass to the car park will be refunded (with the exception of any other management, postage, carriage or hospitality charges etc.). If the event is interrupted during its second half, the entry pass to the car park will not be subject to any refund.

CLIENT'S OBLIGATIONS

It should firstly be noted that in the event of any contradiction between the Seller's GT&CS and those of the organiser, those of the organiser shall prevail.

A CLIENT HOLDING A TICKET SHALL NOT:

- Sell or exchange or attempt to sell or exchange the Ticket or the rights relating to the entry pass, for payment, to a third party. Resale or attempted resale without the consent of the organiser of the event may be subject to legal proceedings.

- Sell and/or transfer its Ticket(s) for sports events to a third party belonging to the supporters of the opposing team, for obvious reasons of safety.

- Use or attempt to use the Ticket purchased for promotional or sales purposes, including any competition, lottery, trade gift or other activity of such type forming a package, or in general any form of advertising whatsoever.

- Associate or attempt to associate in any manner whatsoever its name or the name of a body of any sort (company, association, brand-name etc.) with the event, whether directly or indirectly.

- Photograph, film, record or retransmit by any means, in particular by Internet, during the event, or assist any person to do so. In order to ensure the safety of the public the Seller is equipped with a video surveillance system which may be used to prevent such actions or in the event of criminal proceedings. Right of access is provided during the seven days for which the images are retained.

A CLIENT HOLDING AN ENTRY TICKET UNDERTAKES:

- Where the purchaser acquires one or more Tickets free of charge on behalf of one or more beneficiaries, the latter must become familiar with and comply with these GT&CS and the Interior Regulations of the Stadium.

- That the use of the Ticket shall be for his or her personal use only.
- Not to use the content of the organiser's event, such content being the property of the latter. The Client undertakes for example not to copy, distribute, transmit, broadcast, perform, reproduce or publish all or part of the images and sound of the event.

SELLER'S RESPONSIBILITIES:

The Seller shall be responsible for the proper performance of the obligations resulting from the distance contract or direct sale entered into, whether such obligations are to be performed by the Seller or by other service providers, without prejudice to his or her right of recourse against them.

The Seller may however be exonerated from all or part of his or her liability by producing proof that the non-performance or improper performance of the contract was attributable to the Client, a stranger to the contract or an event of force majeure.

Similarly, the Seller shall not be held liable for any inconveniences, loss or damage arising from use of the Internet, including a disruption of service, external intrusion or the presence of a computer virus. The Seller cannot warrant against and accordingly cannot be held liable for malfunctions or breakdowns occurring to the Seller's servers which do not result from its own actions, and malfunctions or breakdowns occurring to the networks interconnected to its own.

NON-COMPLIANCE WITH THESE GT&CS

A Client breaching any one of the clauses of these GT&CS or whose tickets have not been obtained in compliance with them, shall have his or her order cancelled and/or be refused entry to the Stadium or expelled from it.

In the event of breach of the GT&CS, the Client shall not be entitled to reimbursement or compensation of any nature whatsoever and the Seller can require the return of the Ticket.

It should be further noted that non-compliance with these GT&CS may lead to legal proceedings against the Client.

In particular, the Client is informed that Article 313-6-2 of the Criminal Code provides that "selling, offering for sale or exhibiting with a view to the sale or transfer or providing the means to sell or transfer tickets to a sport, cultural or commercial event or live entertainment event, habitually and without the consent of the producer or owner of the operating rights of that event or entertainment, is punishable by a fine of €15,000. This penalty is increased to €30,000 in the case of a repeat offence.

It is finally agreed that the fact of not asserting one of the provisions of these GT&CS at any given time shall not be interpreted as the waiver of these

provisions by the Seller to avail in the future of any one of the provisions hereof.

IMAGE RIGHTS AND PERSONAL DATA

The client is aware and accepts that with the aim of ensuring the safety of the public during an event, it may be filmed by the video surveillance system which may be used in the event of criminal prosecution or requisitions made by the competent authorities.

Additionally, any holder of a Ticket attending an event expressly acknowledges that it is a public event and grants to the Seller and to the organiser, free of charge, the right to use his or her image on any medium in connection with the event and/or the promotion of the Stadium, of the Seller or of the organiser. These rights shall be freely assignable by the Seller or the organiser to any third party of its choice.

Responses relating to personal data shall be optional with the exception of surnames, first names and full addresses, which shall be obligatory for the purchase of a ticket, for the processing and delivery of orders and the establishment of invoices. Failure to provide information will result in the order not being valid.

In accordance with the "Informatique et Libertés" (Data Protection and Freedom of Information) Law, the processing of information relating to the holder of a Ticket is subject to an express declaration to the Commission nationale de l'Informatique et des libertés (CNIL) (National Commission for Data Protection and Freedom of Information) and is intended for the Seller's sales promotion. The recipients of data are the Seller's marketing and commercial services. The data may be passed on to their commercial partners for marketing purposes.

The holder of a Ticket shall have a right of access, amendment, rectification and deletion of data concerning him or her, which may be exercised through the Seller's marketing and commercial service. The holder of an entry pass may also, on legitimate grounds, object to the processing of data concerning him or her.

ONE-OFF PROMOTIONAL OFFERS

Tickets may be subject to promotional offers. Any special promotional offer shall be subject to these GT&CS; in the event of contradiction between the terms of the special offer and these GT&CS, the terms of the special offer shall prevail.

The Seller reserves the right to amend the terms of the special offer or to withdraw them at any time. Any order placed before the offer is withdrawn or amended will be honoured in accordance with the terms and conditions in force as at the date of the order.

DISPUTES

These GT&CS are governed by French law. Any dispute relating to the interpretation and/or performance of them must, in the first instance and as far as practicable, be settled by means of amicable negotiation.

No transaction between the Seller and Client which is not disputed within six months may give rise to any claim. Any claim or complaint by the Client must be sent by registered post to Service Billeterie - ELISA - 261, Boulevard de Tournai - 59650 - Villeneuve d'Ascq.

Failing amicable settlement, any dispute shall be submitted to the court with regional jurisdiction for the place of the registered office or residential address of the defendant.

SPECIAL TERMS AND CONDITIONS - TICKETS AT THE STADIUM'S TICKET COUNTERS

For certain events, the Client may purchase tickets in advance of the event and/or on the date of the event direct from the stadium's ticket counters. The opening times of the ticket counters are available on their gates or by telephoning the Seller at 03.20.59.40.00.

The order shall be fulfilled by the delivery of the Tickets (thermic) direct to the Client after full payment of the sums due from the latter. Tickets will only be delivered on full payment in cleared funds. Payment is to be made solely by bank card bearing the CB logo or in cash.

SPECIAL TERMS AND CONDITIONS - GENERAL PUBLIC TICKETS BY POST

For certain events, the Client may purchase general public tickets in advance of the event in accordance with the special arrangements set out in the dedicated Purchase Order, directly from the seller's personnel at the following address: Service Billeterie - ELISA - 261, Boulevard de Tournai - 59650 - Villeneuve d'Ascq.

Any incomplete Purchase Order will not be processed. The order, completed and signed by the Client, shall not be deemed to be complete until receipt of the Purchase Order by the Seller, accompanied by full payment for the Tickets.

The Seller shall only issue the Tickets on full receipt of the sums owing by the Client. In the event of rejection of a payment or default in payment, the order shall be automatically cancelled and the Client notified by any method, it being specified that the Seller reserves the right to apply cancellation charges payable by the Client.

The price of the Tickets shall be payable in cleared funds on the date of the order. Payment shall be made by cheque in accordance with the terms specified in the Purchase Order.

For general public tickets by post, the arrangements for collection will be set out in the Purchase Order.

SPECIAL TERMS AND CONDITIONS - PRM TICKETS - CE(WORKS COUNCIL)/GROUP

A Client wishing to order CE/GROUP or PRM (places without a seat to accommodate persons in wheelchairs) category tickets shall apply to the Seller, in accordance with the arrangements referred to in the Purchase Order (either CE/GROUP or PRM). The purchase order is available on the www.stade-pierre-mauroy.com website or from the Seller's personnel at the following address: Service Billeterie - ELISA - 261, Boulevard de Tournai - 59650 - Villeneuve d'Ascq.

For sales of CE/GROUP or PRM categories, the arrangements relating to the terms of access (number of persons, any reductions, Client situation etc.) will be set out on the Purchase Order and determined by the organiser.

Any incomplete Purchase Order will not be processed. The order, completed and signed by the Client, shall not be deemed to be complete until receipt of the Purchase Order by the Seller, accompanied by full payment for the Tickets. It is hereby specified that any PMR order must be accompanied by a photocopy of the disability card.

The Seller shall only issue the Tickets on full receipt of the sums owing by the Client. In the event of rejection of a payment or default in payment, the order will be automatically cancelled and the Client notified by any method, it being specified that the Seller reserves the right to apply cancellation charges payable by the Client.

The price of the Tickets are payable in cleared funds on the date of the order. Payment is to be made by cheque in accordance with the terms specified in the Purchase Order.

For CE/GROUP sales, the arrangements for collection will be set out in the Purchase Order. Sales to persons with reduced mobility are collectible exclusively on the date of the event, at the specified ticket office, against payment of the order in cash or by bank card only.

LEGAL VALUE

This English version of GT&C FOR DIRECT SALES is given for information only. The only French version available on <http://www.stade-pierre-mauroy.com/conditions-generales-de-vente> is legally binding between the parties.

