

## GT&CS FOR HOSPITALITY SEATS V130417

The purpose of these GT&CS is to define and set out all the services referred to as "Hospitality Services" in the ambit of the events of the Pierre Mauroy Stadium.

### I. Definitions

**Purchaser:** Means any natural or legal person acquiring one or more Hospitality Services for an Event.

**Holder or Client:** Means any person holding an Access Ticket for an Event and benefiting from Hospitality Services.

**Event:** Means all sporting, cultural and/or musical events within the Pierre Mauroy Stadium.

**Hospitality Services:** Jointly means the Access Ticket, if applicable, a parking pass and a catering type service, as specified in the Purchase Order.

**Access Ticket:** Means the physical document allowing access to the Pierre Mauroy Stadium for an Event.

**Organiser:** Means the natural or legal person responsible for organising an event of any kind (sporting, musical, cultural, etc.) within the grounds of the Pierre Mauroy Stadium.

**Operator:** Means the company ELISA, a société par actions simplifiée (simplified joint stock company), registered at the Lille Register of Trades and Companies under the number 508 378 130, the registered office of which is situated at 261 Boulevard de Tournai, VILLENEUVE D'ASCQ (59650).

**Promoter:** Means the natural or legal person responsible for marketing the Hospitality Services to the Purchaser. This marketing takes place under the control of the Organiser or the Operator.

### II. Acceptance of these terms and conditions

Any order from the Purchaser implies prior acceptance of these GT&CS. The Purchaser shall ensure that it has this document at the time of every order. The Purchaser undertakes to comply with and ensure compliance by the Holders with all of these GT&CS, the internal rules of procedure of the Pierre Mauroy Stadium and its Forecourt and the law and regulations in force.

### III. Validation of the order - Invoicing

The signature by the Purchaser of an order implies firm and final commitment on its part. The Promoter may however consider, on a purely discretionary basis, an order which is void and invalid in several cases:

Where the Purchase Order is returned incomplete or delivered out of time.

In the event of non-payment by the Purchaser of all or part of the amounts to be paid to the order in accordance with the pricing specified in the Order Form. As a rule, payment is to be made by cheque or by bank transfer within 30 days of receipt of invoice. However, no provision of a Hospitality Service can be made without payment of the total sum owed by the Purchaser. Accordingly, the payment must be made by the Client without delay where the order is issued less than 30 days prior to the Event.

In the event of non-production of all or part of the information required to be supplied to the order in accordance with the terms indicated on the Order Form.

### IV. Pricing information

Prices are indicated in Euros inclusive of all taxes (as at the date of invoicing), including handling charges. All orders, regardless of their origin, are payable exclusively in Euros. The Promoter undertakes to invoice the Hospitality Services on the basis of the pricing in force at the time of registration of orders.

Invoicing shall be by the Promoter to the Purchaser. Payment may, depending on the event, be made to the order of the Promoter, the Organiser or the Operator. The terms and warranties shall be set out on the invoice issued by the Promoter to the Purchaser.

Sums invoiced and unpaid as at their due dates will automatically carry interest at three (3) times the statutory interest rate.

Penalties for late payment will be applicable without any reminder being necessary. They will run automatically from the day following the payment due date on the front of the order form. Where payment is made in instalments, late payment of a single due instalment will automatically entitle the Promoter to suspend or terminate the Hospitality Services, the total price remaining nevertheless owing by the Purchaser. The Holder will then be refused access to the Pierre Mauroy Stadium.

### V. Terms for collection of Access Tickets

The procedure for collection of the Hospitality Services varies according to the nature of the Event organised within the Stade Pierre Mauroy.

The terms of collection are determined directly by the Organiser of the Event. Failing this, the collection procedure will be specified at the time of the order either by the Promoter or, where applicable, by the Operator.

It should be noted that Access Tickets may not be returned, exchanged or refunded, including in the event of loss or theft.

### VI. Obligations of Purchaser

No PURCHASER shall:

- Resell, exchange or attempt to resell or exchange an Access Ticket, or transfer, for valuable consideration, the

rights to an Access Ticket with services to any person other than the Holder;

- Use or attempt to use all or part of the Hospitality Services in connection with competitions, lotteries, trade gifts or other similar activities, or as one of the features of a package (e.g. a pack comprising catering service(s), travel and ticket) and/or, in general terms, for any form of promotion whatsoever.

- Associate, or attempt to associate, in any manner whatsoever, its name, the names of the companies, groups, associations, etc., which it controls directly or indirectly and/or to which it belongs, or any trademarks held by it in this regard, with the names, trademarks and other intangible rights relating to the Promoter and/or the Event Organiser; in the event of non-compliance with the above provisions, the Hospitality Services will lose their validity.

The Organiser owns the right to operate the events or competitions which it organises. As such, any use by the Purchaser of the content of an event in any form and in any place whatsoever is unlawful. It is further unauthorised to copy, distribute, transmit, broadcast, perform, reproduce, publish, grant under licence, create derived works, transfer or sell all or part of the images (still or moving) and sound of an event.

It should be noted that all of the prohibitions referred to in this Article will make the offender liable to legal proceedings. Any repeat offender may be refused the sale of Access Tickets to the Pierre Mauroy Stadium.

The Purchaser undertakes to comply with and to ensure compliance by its employees and guests, where applicable, with the internal rules of the Pierre Mauroy Stadium and its Forecourt and the safety, public order and police instructions in force in the area where the services are provided. The Purchaser is further advised that the service provider responsible for catering is likely to offer alcoholic beverages to Holders within the reception areas. The Purchaser is warned and undertakes to warn its employees and guests of the dangers to health associated with the consumption of alcohol.

The Purchaser warrants compliance by its employees and guests as to reasonable limits relating to the consumption of alcohol, the Operator and the Promoter being absolved of all liability in this regard. The latter nevertheless reserve the right to refuse access to a reception area (and/or to exclude from such area) any person who does not comply with the rules and instructions referred to above or whose conduct or behaviour is likely to interfere with the smooth running of the services or the sporting event concerned, the Purchaser waiving any claim in this regard. The Purchaser is informed that no person can be admitted to a reception area without having been duly provided with an official Access Ticket issued or sent by the Promoter.

### VII. Obligations and Rights of the Holder

The Purchaser must ensure that the Holder has fully understood and agrees to abide by these GT&CS and the internal regulations of the Pierre Mauroy Stadium. In particular, the Purchaser shall deliver a copy of these GT&CS to the Holder. These are available from the Promoter on request. The Holder benefits from the provisions relating to personal data referred to in these GT&CS.

The Holder undertakes to ensure that his or her behaviour does not in any way contravene the law and regulations, or the safety regulations in force, and does not in any way disturb other users of the reception areas or the smooth running of an event. Failing this, access to the said reception area may be refused or the Holder may be excluded.

### VIII. Services

The Hospitality package gives entitlement to a catering service during the event.

This service is outsourced to a specialist service provider ("The Caterer"). It is here specified that the latter has skills and experience in the field of catering to enable the provision of a quality service.

As such, the Operator and the Promoter can not be held liable for any material and/or intangible loss or damage caused by the employees of the Caterer in the course of their services. Moreover, the latter can not be held liable for the quality of the service delivered.

However, it is here specified that the Promoter undertakes to make its best efforts within its means, to ensure the optimal satisfaction of all Clients.

### IX. Rights of image and personal data

Any holder of an Access 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 Pierre Mauroy Stadium or the Organiser and/or the Promoter, as well as photographs and television or Internet reports. These rights shall be freely assignable by the Organiser and/or the Promoter to any third party of their 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 an Access Ticket, for the processing and delivery of orders and the establishment of invoices. Failure to provide information will result in the order not being validated.

In accordance with the "Informatique et Libertés" (Data Protection and Freedom of Information) Law, the processing of information relating to the holder of an Access 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 Promoter's and/or the Operator's sales promotion. The recipients of data are the Promoter's and/or

the Operator's sales and marketing services. The data may be passed on to their commercial partners for marketing purposes.

The holder of an Access Ticket shall have a right of access, amendment, correction and deletion of data concerning him or her, which may be exercised through the Promoter's and/or the Operator's sales and marketing service. The holder of an Access Ticket may also, on legitimate grounds, object to the processing of data concerning him or her.

### X. Postponement, Cancellation, Refund

With effect from the date of signing of the Purchase Order, no cancellation at the request of the Purchaser, for any reason (except in the event of force majeure), will result in any exchange or refund (total or partial). The Purchaser accordingly remains liable for payment to the Promoter.

In addition, in no circumstances shall the Promoter and/or the Operator be liable for any changes made by the Organiser or for any cancellation of the event for any reason whatsoever.

Where an event does not take place or is finally stopped before half of its expected duration, the Hospitality Services will remain valid for the postponed event, but they may be reimbursed, wholly or in part, as the case may be, at the Purchaser's request with effect from the first working day following the meeting and within the five working days thereafter. Where an event is finally stopped after more than half of the expected duration, the Hospitality Service will not give entitlement to reimbursement or compensation where the event is re-scheduled.

Upon announcement of the cancellation or change of the date or time of an event, the Purchaser permits the Promoter, as far as practicable, to use the contact details that he or she agreed to send at the time of the reservation to keep him or her informed of the changes.

The Purchaser expressly accepts that in a case of absolute necessity, the location of the seat purchased may be changed without a change of price, to an equivalent location. In this case, he or she will be notified by the means of communication available to the Promoter.

### XI. Liability

In all cases of force majeure, the Operator and/or the Promoter are released from all liability, whether in contract or in tort, under any warranties or on any other basis, for any loss or damage caused directly or indirectly by reason of force majeure and are accordingly not liable for any damages or compensation for the total or partial breach of their obligations.

Should the liability of the Operator or the Promoter be established, this will in any event be limited to the price paid by the Purchaser.

### XII. Non-compliance with these GT&CS

A Client whose behaviour is incompatible with these GT&CS or whose Access Tickets have not been obtained in compliance with them, will have his or her order cancelled and/or will be refused entry to the Pierre Mauroy Stadium or be expelled from it.

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

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 a waiver of the said provisions by the Promoter to avail in the future of any one of the provisions hereof.

### XIII. Disputes

These GT&CS are governed exclusively by French law (any translation is provided solely for information). 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. In default of amicable settlement, any dispute shall be submitted to the appropriate court in Lille - FRANCE.

### XIV. Legal Value

These GT&CS FOR HOSPITALITY SERVICES are given for information only. The only French version available on <http://www.stade-pierre-mauroy.com/conditions-generales-vente> is legally binding between the parties.

