

CGV BILLETTERIE

1. PURPOSE OF THE SALES CONTRACT

This Contract defines the contractual relationship between the company **Tranoi**, a Société par actions simplifiée with share capital of 50 000,00 euros, listed in the Trade & Companies Register of Paris under number 888 038 239, headquartered at Maison de la Mutualité 24 rue Saint-Victor 75005, and the Client in the framework of sale for Products and Services (as defined in article 2 of the Contract) via the Website. The Products and Services offered by the Organizer are intended for professionals. The Client declares that he has read and accepted the rights and obligations arising under the Contract.

As such, the Client acknowledges that its key obligations under the Contract are as follows:

- (i) to provide all the information and/or items and/or to perform all the steps necessary for the Organizer to carry out the provision of Services and/or the shipment of the Products and Services (as defined in article 2 of the Contract) ;
- (ii) to make full payment of the Products and Services prices (as defined in article 2 of the Contract);

For its part, the Organizer recognises that its key obligation is to perform, within the agreed time limit, the Provision of Services and Products.

2. DEFINITIONS:

"**Contract**" means this sales contract;

"**Client**" means the natural or legal person, acting in a professional capacity, placing an order for Products and/or Services via the Website;

"**Organizer**" means the company organising the Event, whose contact details are set out in Article 1 above;

"**Products and/or Services**" means the products and/or services offered for sale by the Organizer via the Website. The Products and/or Services offered include but are not limited to entrance passes to the Event (hereafter "**Pass(es)**"), as well products, If any (and as detailed in article 6.2 hereafter);

"**Website**" means the website of the Organizer where the Products and Services are sold: www.tranoi.com

"**Event**" means the event "Tranoi" organized by the Organizer

3. ENFORCEABILITY OF THE SALES CONTRACT

Any order of Products and/or Services placed by the Client via the Website implies unreserved acceptance by the Client of the Contract, which the Client confirms to have read and understood and to be in agreement with all terms and conditions contained herein. By clicking the box containing a mention "I accept the Contract" (or any equivalent wording), the Client confirms that they have read and approved the conditions of the Contract prior to the placing of their order. They will receive a copy of the Contract in PDF format at the email address given in the order, once the order has been paid for and approved. Unless stipulated to the contrary, the Contract takes precedence over all other clauses or stipulations mentioned in the orders, correspondence or any other document exchanged between the Organizer and the Client. The Organizer may decide to adapt or modify the Contract. The Client will be immediately informed about the modifications via an update on the Website. Orders pre-dating a modification to the Contract remain subject to the general conditions in force at the time of the order.

4. PLACING AN ORDER

4.1. ORDERS PLACED ON THE WEBSITE: To place an order, the Client must access to the Organizer's online shop is given to the Client, and choose the Products and/or Services he wishes to purchase. Orders are subject to prior complete reception of payment by the Organizer made by bank card (by providing the card number).

4.2 IDENTIFICATION OF THE CLIENT: Clients must accurately fill in the available fields and provide the necessary personal details that can be used to identify them. Clients undertake to inform the Organizer of any change related to the details of their identification. The Organizer cannot be held liable for the non-performance or improper performance of the contract resulting from communication by the Client of false, inaccurate, or incomplete information.

4.3 DESCRIPTION AND AVAILABILITY OF PRODUCTS AND SERVICES

The Products and Services offered on the Website are subject to availability of stocks and their date of commercialization. Photographs and images showing or illustrating Products on the Website are not contractually binding. If an order is placed for a Product and/or a Service that is unavailable, the Client will receive notification by e-mail as to whether his order will be delivered in part or cancelled. The Organizer agrees to notify the Client within forty-eight (48) hours of receipt of the order should a Product and/or a Service be unavailable. If a Product and/or a Service is unavailable and/or if an order is cancelled, the Organizer agrees not to charge the Client for the Products and/or Services concerned. If the price of the order has already been paid or debited, the Organizer agrees to refund the Client according to the same payment method or by any other appropriate method, in your name and at your billing address, within fourteen (14) days of payment of the unavailable Products.

5. PRICES AND PAYMENT TERMS

5.1 PRICES

The Prices of the Products and/or Services mentioned on the Website are expressed in euros inclusive of taxes. If the order is to be sent to a country other than mainland France, the Client is considered to be the importer of the Product(s) and Service(s) in question. Prices are valid during the reference period. Outside of the reference period, the Organizer reserves the right to change its rates at any time. Products and/or Services will be invoiced according to the rates applicable at the time the order is registered, as shown on the Website.

5.2 PAYMENT TERMS

Bank card payment (VISA, MASTER CARD, AMERICAN EXPRESS) is the only method of payment accepted by the Organizer. The Client will be charged in their local currency, according to the bank exchange rate applicable when the transaction is completed. The Website uses secure payment technologies (Secure Socket Layer – SSL) to protect the confidentiality and integrity of your bank details during transactions. Transactions are completed by a bank.

The Client's bank account will be debited immediately following approval of the online payment made on the Website, on the order date. The order will be deemed effective following approval by the relevant bank payment centres of the effective payment. If a payment is rejected by a bank payment centre, the order will be automatically cancelled.

5.3 VALIDATION OF PAYMENT AND CONFIRMATION OF THE ORDER

All the information communicated by the Client during the placing of the order is binding on the Client. The Organizer cannot be held responsible for consequences that result from errors due to the incorrect entry of data by the Client. After approval of the order, the Client will receive an order confirmation by email, automatically sent to the Client's email address, containing: a link for downloading their Pass, a link to their invoice, irrespective of the means of payment used, as well as the Contract in PDF format.

5.4 RETENTION OF TITLE

The Products and/or Services ordered by the Client remain the exclusive property of the Organizer until full payment of the amount has been made by the Client. The order placed will be considered firm and definitive from the moment confirmation of payment of the order has been received from the authorised payment centre. Should payment for an order be refused by the authorised payment centre, the order will be automatically cancelled. The Client will be informed as soon as possible if the Organizer finds themselves unable to fulfil the order. In addition, the Organizer reserves the right to cancel the order of a Client with whom there is a dispute; the allocation of a Pass is subject to the respect of the rules of procedure of the Organizer's shows, annexed to the Contract.

6. RECEPTION OF PRODUCTS AND SERVICES ORDERED

6.1 ORDERS OF SERVICES

Orders for Passes are only sent by email. The Client's Pass is sent to their email address, it must be downloaded onto their mobile phone, or printed if they are unable to present a mobile phone on the day of the Event. This Pass is also accessible by connecting on the Website, after having filled in the email address and name used when making the order. The Pass must be presented at the entrance in order to access the Event. If, during their visit to the Event, the Client is unable to download the Pass, cannot present their mobile telephone or has forgotten to print the Pass, they must go to a help desk to have the pass printed by the Organizer's teams. They will then be able to enter the Event. It will not be possible to enter the Event without presenting the Pass, either on a mobile phone or printed onto paper. Printed passes are only valid if they are printed onto paper that is blank on both sides, without altering the printing size, in portrait format (A4 vertical) using a laser or inkjet printer. Furthermore, good print quality is essential. In the event of an incident or poor print quality, the Client must reprint their Pass(es) or will be refused access to the Event.

7. CONDITIONS FOR USING THE PASS

7.1 Access to the Event

To use the Pass and access the Event, the Client must present their Pass downloaded onto their mobile phone, or where this is not possible, print it out according to the conditions set out in Article 7 of the Contract. Each Pass ordered can only be presented by one single holder (with the possibility of multiple entrances and exits during the day, for each holder). The Organizer can refuse access to the Event if it observes that a single Pass has been used many times and that the holder of a Pass has already been granted access to the Event. The Pass is only valid on the date, time and place set out in the Pass description. Furthermore, the Client is advised to carry a valid official identity document bearing a recent photograph, to be presented at the various checkpoints. The Organizer reserves the right to refuse the Client access to the show if this is not respected.

7.2 Prohibitions, restrictions of access, exclusion from the Event

It is strictly forbidden to reproduce, duplicate or counterfeit a Pass in any way whatsoever. It is also strictly forbidden, without prior and express approval from the Organizer to sell, transfer or offer for sale or transfer (notably on websites) in any form whatsoever, alone or with associated services, for free or for payment, one or many Passes acquired by the Client, whether this acquisition was at no cost or via payment.

All Clients attending the Event undertake to maintain polite and respectful behaviour. The Organizer reserves the possibility at any time to exclude from the Event any holder of a Pass, without refund or compensation of any form whatsoever, should they display behaviour or cause any incident that could affect the smooth running of the Event, or the health, tranquillity and safety of other people present. It is stated that Clients are subject to any possible particular conditions imposed by the Organizer and/or other companies operating the reception areas of the Event, and notably the Rules of Procedure set out in Annex 1. In particular, Client attention is drawn to the respect of all the hygiene regulations relating to the fight against the propagation of Coronavirus.

8. CANCELLATION - POSTPONEMENT - FORCE MAJEURE

The Pass(es) supplied by the Organizer in response to an order by the Client cannot be exchanged or refunded except where the Organizer cancels the Event. Should the Organizer cancel the Event, Clients may request the refund of the Pass(es). Should the Event be postponed, the Pass(es) remain valid for the new Event dates; however, Clients who are not available on the new Event dates may request a refund of their Pass(es).

Any Client who is refused access to the Event for failure to respect the Contract, the behaviour rules imposed by the Organizer and/or the company operating the Event site, and more generally the French regulations in force will not receive a refund of their Pass under any circumstances.

In application of the measures set out in article 1218 of the French Civil Code, the obligations of the Organizer will be suspended in the case of an event of force majeure. It is expressly agreed that the following events in particular are considered force majeure: pandemic, war, riot, fire, general strike, natural disaster, shortage of raw materials, transport strike, closure/cancellation of the Event decided by a competent authority holding the necessary police powers, even if the legal and judicial conditions for force majeure are not applicable.

9. COMPULSORY PERFORMANCE

Given the specific nature of the Provision of Services and Products concerned and of the indispensable know-how necessary to the performance of the obligations of the Organizer under this Contract, the Parties expressly agree to exclude the application of the provisions of Articles 1221 and 1222 of the French Civil Code.

10. UNFORESEEN EVENTS

With regard to the duration of the provision of Services and Products concerned, the Client and the Organizer agree to exclude the application of the provisions of Article 1195 of the French Civil Code.

11. LIABILITY

11.1 The Organizer cannot be held liable, in any case, for the non-performance or improper performance of the Contract due to the Client, due to the unforeseeable and unavoidable act of a third party and/or due to force majeure as defined in the clause 8 of the Contract. Furthermore, the Client is invited to watch his personal belongings at any time. The Organizer cannot be held liable in case of deterioration or theft and suggest to the Clients not to bring valuable belongings to the Event. The Organizer cannot be held liable in case of vandalism acts, voluntary destruction, abuses or theft committed by a Client during the Event. The Client shall be held liable for those voluntary acts.

11.2 For the delivery of the Pass(es)

Unless there is a malfunction of the Website for which it is liable, the Organizer cannot be held responsible for anomalies that may occur during the ordering, processing, downloading or printing of a Pass, which are attributable either to the Client or to a third party to the service for unforeseen and insurmountable reasons, or due to a case of Force Majeure as set out In Article 8 of the Contract. Similarly, the Organizer cannot be held liable for any breakdowns or problems of a technical nature concerning the material, programmes and software or the internet network which may result in the suspension or cessation of the service.

11.3 In the event where, at the time of the execution of the Contract, the Organizer is liable, in whatever form and for whatever reason, for any compensation and notably direct and Indirect compensation (Including immaterial damage), this compensation will be strictly limited to an amount that is equal to the amount or the proportion of the amount set out In the Contract, judicially recognised as not having been implemented or as defective, and this amount may not exceed the upper limit(s) set out in the Organizer insurance policies, limits which the Organizer will provide to the Client on request.

12. PERSONAL DATA

All information about the processing of personal data carried out by the Organizer as part of the Contract are in the Organizer's Privacy Policy accessible to the following URL: <https://www.tranoi.com/legal-notice/>

13. INTELLECTUAL PROPERTY

The Organizer holds all of the rights of use, display, operation, reproduction, representation, adaptation and translation for all of the elements that comprise the Website, including the graphic charters, titles, Website maps, texts, articles, analyses and writing, pictures, videos, images, logos and marks or any other informational and/or downloadable content put online by the Organizer. The Website and its Content are protected by French copyright law and related rights (Articles L.122-4 et seq. of the French Intellectual Property Code) which prohibit the reproduction in whole or in part of these various constituent elements without the consent of the Organizer. The Client undertakes to respect the copyrights, trademark rights and database producer's rights held by the Organizer; it acknowledges that the databases created by the Organizer are its sole property. The Organizer consents only to giving the Client a simple, private, non-collective and exclusive right of use of all content published on the Site as well as authorisation to reproduce the material digitally on the computer used to consult the Site in order to visualise the pages consulted by the Client's internet browser. The Client shall refrain from transferring or granting information obtained from the Website and shall refrain creating any derivative works based on the Content of the Website. The Website and its components constitute a copyright work under intellectual property law. Any representation, reproduction, modification, transmission, translation or in general any use of the Website and its technical or graphical components are strictly forbidden without the prior authorisation of the Organizer. Provision of the Services does not involve any transfer or granting of any intellectual property rights, apart from the right for the Client to use the Services provided online on the Website by the Organizer, within the limits specified herein. Any full or partial reproduction of any of these elements without the prior written authorisation of the Organizer is strictly prohibited. Any breach of this clause will constitute an infringing act and might result in legal action against the Clients, in accordance with the regulation and legislation in force. The use of hyperlinks about and referring to the Website without the prior written authorisation of the Organizer is also strictly prohibited. The Client can obtain an authorisation by an email addressed to the administrator.

14. AUTHORIZATION FOR USE OF IMAGE, VOICE, PERFORMANCE, LIKENESS

By accessing to the Event, the Client shall accept that during his participation to the Event, his image, his first name and last name, his voice and/or his remarks (together or separately) could be registered and fixed on different supports by the Organizer and/or any habilitated person, and to reproduce and represent the records made, without limitation of quantity, wholly or partly, on any external communication support, institutional or advertising, concerning the Event, for a duration of 5 (five) years after the end of the Event. The records made and freely selected should be reproduced in this framework exclusively, any other use of the records must be object to prior written and express consent of the Client. This authorization is exclusively ex gratia. The use of the Client's image does not give the Client the right to any financial compensation. The Client waives the right to any compensation on this ground as any use right related to potential communication of the partners of the Event.

15. GOVERNING LAW AND DISPUTE RESOLUTION

The Contract and every order of Products and Services between the Client and the Organizer are governed by the laws of France. Any dispute arising between the Client and the Organizer out of or in connection in particular with the construction, and/or validity, and/or performance/non-performance, and/or termination of this agreement shall be subject to the exclusive jurisdiction of the commercial courts of Lyon, even in the event of third-party proceedings or a plurality of defendants, including any dispute relating to the breach of the contract or any commercial relationship that would be taken into consideration under the provisions of article L.442-1 of the French commercial code.

16. ANNEX

Appendices are an integral part of this Contract.

ANNEX 1: RULES OF PROCEDURE OF THE SHOW, FOR THE ATTENTION OF VISITORS

DEFINITIONS:

"**Visitor**" means any person present at the Event for whatever reason (exhibitor, visitor, speaker, participant, etc.);

"**Organizer**" means the company organising the Event, namely **Tranoi**, a Société par actions simplifiée with share capital of 50 000,00 euros, listed in the Trade & Companies Register of Paris under number 888 038 239, headquartered at Maison de la Mutualité 24 rue Saint-Victor 75005;

"**Pass**" means an entrance ticket to the Event, bought on the Website or at the Event;

"**Website**" means the website of the Organizer where the Products and Services are sold: www.tranoi.com

"**Rules of Procedure**" means this document, drawn up by the Organizer and setting out the rules of access to the Event;

"**Event**" means the event Tranoi organized by the Organizer

Article 1 - ENTRY TO THE EVENT

1.1 - All commercial activities (sale, distribution, various commercial transactions) are strictly forbidden except on exhibitors' stands. This rule applies to the whole of the Event's site (car parks, reception area, station approaches).

1.2 - Access to the Event is paying and valid for the duration of the Event. The entry fee for visitors is decided by the Organizer, rates are available on the Website or at the entrance of the Event on each cash desk.

Article 2 – REQUIREMENTS

2.1 - Visitors are required to observe strictly the Rules of Procedure as well as the public order, police and security regulations decided upon by the Organizer and the authorities.

2.2 - Badge wearing: all badges must correspond to the actual identity or job title of the wearer.

2.3 - Photographs - Films: Audio or visual captation of any kind with a commercial purpose are strictly forbidden, without the prior approval of the Organizer. These restrictions do not apply to photographers authorized by the Organizer.

2.4 - Health and hygiene rules: Visitors are invited to scrupulously respect all the health and hygiene measures set out by the Organizer and/or the operator of the Event premises, notably the rules regarding the fight against the propagation of coronavirus.

Article 3 - SANCTIONS

In order to ensure the Event runs smoothly, the Organizer reserves the right to exclude any person infringing these Rules of Procedure. If necessary, the Organizer may call upon the police to maintain the quality and safety of the Event's organisation.

Article 4 - MISCELLANEOUS

Neither children nor animals are admitted to the Event.