

## **GENERAL TERMS OF SALE:**

### **1. PREAMBLE**

These general terms of sale are systematically brought to the attention of each purchaser to enable it/him to purchase the Tickets. As a consequence, the fact of purchasing the Tickets by whatever means entails the purchaser's full acceptance of these general terms of sale without reservation.

However, certain of the activities proposed, and in particular the sporting activities, can include specific terms of sale and elements of dangerousness for all of the persons present in the sports enclosure (competitors, the general public, officials, members of the organisation, etc.). Said specific terms are indicated in the presentation of each event in question, and are set out in the regulations placed at the disposal of the Customers, notably in the form of billposting at the entrances to the sports enclosures.

### **2. DEFINITIONS**

The "Customer" means the person or entity who/which purchases the tickets from the Vendor, either directly from the Vendor's services or within the framework of distance selling in which the Customer seeks to purchase, and acknowledges that he/it has not been the subject of any canvassing on the part of the Vendor.

The "Vendor" means the Société Sportive Professionnelle de l'Automobile Club de l'Ouest (SSP ACO) which is in charge of managing the cash flows from the sporting events organised by the Automobile Club de l'Ouest and the sporting associations which are connected to the Automobile Club de l'Ouest.

The "Ticket" means the credit voucher giving access to all or part of the enclosures inside which the sporting events are held, as well as to all or part of the sporting event which is organised, it being understood that, except if expressly stipulated otherwise to the Customer at the time of his/its purchase, the period of validity of a Ticket is limited to a single sporting event.

The "Purchase" means the acquisition by the Customer of one or more Tickets, it being understood that said purchase can be immediate, or take the form of an order involving remittal of the Tickets to the Customer at a later stage.

### **3. PRICE OF THE TICKETS AND REFUND TERMS**

The prices of the Tickets are indicated in Euros inclusive of all taxes. The price of the Ticket does not include postal charges where the Customer wishes the Tickets ordered to be sent to him/it by post to the postal address of his/its choice.

The currency of account and payment is the Euro.

A Ticket cannot be refunded, even in the event of it being lost or stolen, returned or exchanged, except in the event of the sporting event in question being cancelled and/or a decision by the organiser to refund the Tickets. Nor shall any refund – even partial – of the Ticket be made if the sporting event lasted for over an hour. The Customer is informed of and accepts the fact that the organiser of the sporting event is free to modify the duration and the programme thereof at any time without same giving rise in any manner to a right for the Customer to obtain a refund – even partial – of his/its Tickets, except if said modifications were to modify in a particularly substantial manner the content of the sporting event as same was initially announced at the time the Customer purchased the Tickets.

The Vendor retains the right to modify these terms of sale at any time, including the price of the Tickets. In such a situation, the applicable price which is enforceable against the Customer is that in force on the date and at the time of purchase of the Tickets.

No duplicate shall be issued unless expressly and exceptionally authorised by the Vendor.

#### **4. RESALE PROHIBITED**

Resale of the Tickets by the Customer is prohibited, including in the case where the Customer applies a tariff which is lower than the face value of the Ticket.

#### **5. PROVISIONS SPECIFIC TO TICKETS ORDERED ON THE VENDOR'S WEBSITE**

##### **5.1 ONLINE RESERVATIONS**

Orders of Tickets are made through the automatic ticket machine servers, and the available seats are allocated as closely as possible to the Customer's request. Within this framework, the Vendor's server informs the Customer in real-time as to the availability of the Tickets at the time the order is placed, depending on the category chosen. The available seats are allocated in the order in which the reservations are received.

The purchase of the Tickets through an order only becomes firm and final, and therefore enforceable against the Vendor, as from the date on which said Tickets are paid for. The Vendor therefore remains perfectly free to sell the tickets ordered by the Customer to any other party for as long as the Customer has not paid for the Tickets he/it has ordered.

The Customer places his/its orders by means of an electronic order form which is accessible online on the automatic ticket website. The undertaking of the Customer is deemed to be firm and final upon receipt of the order form by the Vendor. Prior to placing any order, the Customer undertakes to fill in the information requested using

the form which is available online on the website. The Customer vouches for the veracity and accuracy of the information thus transmitted. The order placing procedure involves the following steps: searching for and choice of the event in respect of which the Customer wishes to place an order; verification of the order details, of its total price and correction of any errors; confirmation of the order; providing of the Customer's coordinates; consultation and acceptance of the general terms of sale; payment of the order by the Customer. The Customer's order gives rise to an acknowledgement of receipt.

## 5.2 PAYMENT BY BANK CARD

The sole means of payment which is proposed is by bank card. This means of payment enables the Tickets to be reserved online immediately and for said reservation to be firm. The cards which are accepted for purposes of paying for an order are those of the Carte Bleue and Mastercard network. For any payment made using a bank card, the bank card is debited immediately upon final validation of the order. The debiting of the bank card is separate from the actual collection of the Tickets. In any event, the Tickets are paid for even if the Customer does not collect them afterwards.

## 5.3 AUTOMATED SECURE PROCESSING

The Vendor has entrusted its payment system to the BPO, a service provider specialised in securing online payments. The Vendor guarantees total confidentiality as regards the Customer's bank details, rendered secure by the SSL protocol, which automatically verifies the validity of the access rights at the time of the payment by bank card, and encrypts all of the exchanges in order to guarantee said confidentiality. The personal data transmitted by the Customer enables the transaction to be carried through successfully. Moreover, once recorded, that data enables the Customer's future transactions to be handled more rapidly following the setting up of a "Customer account". It also enables the Vendor to send the Tickets to the Customer, and possibly to contact him/it, to the extent possible, in the event of a cancellation or a change in the date, time or venue of the event for which the Customer purchased the Tickets. The Vendor may be led to request the Customer by e-mail or by telephone to provide additional information on the identity of the purchaser (identity card) and that of the holder of the bank card which was used for payment purposes, depending on the amount of the order and the existence of the purchaser's address. The Customer has at all times a right of access and rectification over his/its data by the sending of an e-mail to the organiser's address: [ticket@lemans.org](mailto:ticket@lemans.org) (Article 34 of the Law on Data Processing, Data Files and Individual Liberties of 6 January 1978). The information requested of the Customer is needed to process his/its order and shall be transmitted to the Vendor. In the absence of said information, the Vendor would not be able to record the order. The Customer is informed that all of the personal data collected shall be the subject of an automated processing for which purpose the data controller is the Vendor with which the Customer places his/its order. The Customer can write to the Vendor (the coordinates of which are indicated on its website) with which he/it has placed an order, in order to exercise his/its rights to access, to question, to object on

legitimate grounds and to have rectified the data concerning him/it and being processed by the Vendor, under the conditions provided by the Law of 6 January 1978. The Customer has the right to object, at no cost to himself/itself, to said data concerning him/it being used for canvassing purposes, and in particular for market research purposes. The cookies record certain data which are stored in the memory of the consumer disk. In no event do the cookies contain confidential data such as the name or the bank card number, but enable to store in the memory the articles selected at the time of previous visits to the website.

#### 5.4 VALIDATION OF THE ORDER

When the Customer clicks on the "Validate" button at the end of the order processing, he/it declares, by ticking the box "I accept the general terms of sale", his/its full acceptance without reservation of all of the General Terms of Sale. The data recorded by the Vendor constitutes proof of all of the transactions passed between the Vendor and its customers.

#### 5.5 DELIVERY OF THE TICKETS

The means of obtaining the Tickets is linked to the period of time between the date of the reservation and the date of the event, and the choice of the Vendor enabling the Tickets to be obtained by such and such a means. Immediate payment by bank card, which is the only means of payment proposed, may enable, depending on what is decided by the organiser, a choice between having the Tickets dispatched, collecting them at a point of sale, and printing them at home. When dispatching is authorised by the organiser, the Tickets are sent in envelopes (dispatching and administrative costs fixed by the organiser and indicated at the time of the reservation are charged).

The Customer acknowledges and accepts the fact that delivery of the Tickets which he/it has ordered and paid for may occur several months after the date of his/its payment without that enabling the validity of the transaction to be called into question or giving grounds for any compensation whatsoever, it being understood that said delivery shall occur at the latest 5 days before the beginning of the sporting event concerned by the Tickets, or the Tickets shall be made available to the Customer, at no additional charge to him/it, on the day of the Event and at the venue where the latter is held (at the place which shall be indicated to the Customer).

#### 5.6 E-TICKET

Specific conditions concerning Print at Home Tickets (e-ticket) when this possibility is put in place by the Vendor. Each e-ticket has a bar code giving a single spectator access to the event. In the event of loss, theft or reproduction of a valid ticket, only the first person holding the ticket shall be able to have access to the event. Said person is presumed to be the legitimate holder of the e-ticket. The Customer remains liable for the use made of his/its e-ticket(s). The e-ticket is only valid if 100% of it is printed on white A4 paper, blank on both sides, without modification of the print size and in

portrait (vertical) format, using an ink jet or laser printer. No other medium (electronic, PC screen, portable screen, ...) is accepted. The e-tickets thus printed must be of high quality. Partially printed, dirty, damaged or illegible e-tickets shall not be accepted and shall be automatically considered as invalid. In the event of bad printing quality, the Customer must reprint his/its e-ticket(s) in order to obtain a good quality print-out. The Vendor accepts no responsibility for any abnormalities occurring at the time the Ticket is printed. This e-ticket is neither exchangeable nor refundable. It is personal and cannot be transferred. Official and valid identity with a photo may be requested at the checkpoints at the entrance to the event for purposes of identifying the purchaser of the e-ticket. Said e-ticket is only valid for the venue, session, date and time indicated on it. Said Ticket shall not be valid in other cases. The Customer must keep the Ticket during the whole time he/it is present at the venue for the event. In general, all of the rules applicable to the Tickets indicated in these terms of sale apply to e-tickets.

**6. PROVISIONS RELATING SPECIFICALLY TO TICKET ORDERS MADE THROUGH ANY MEANS OTHER THAN THE VENDOR'S WEBSITE**

The Vendor accepts Ticket reservations sent to it by post or made by e-mail or fax. Customers are also authorised to go to the Vendor's premises, to the place which shall be indicated to them on-site, in order to reserve their Tickets in advance.

Purchases of Tickets using such a means of reservation only become firm and final and thus enforceable against the Vendor as from the date on which said Tickets are paid for. The Vendor therefore remains perfectly free to sell the tickets ordered by the Customer to any other party for as long as the Customer has not paid for the Tickets he/it has ordered.

The Customer shall be provided with the list of the means of payment authorised by the Vendor at the time he/it places his/its order.

The Customer acknowledges and accepts the fact that delivery of the Tickets which he/it has ordered and paid for may occur several months after the date of his/its payment without that enabling the validity of the transaction to be called into question or giving grounds for any compensation whatsoever, it being understood that said delivery shall occur at the latest 5 days before the beginning of the sporting event concerned by the Tickets, or the Tickets shall be made available to the Customer, at no additional charge to him/it, on the day of the Event and at the venue where the latter is held (at the place which shall be indicated to the Customer).

## **7. OBLIGATION TO BE IN POSSESSION OF A TICKET**

The Customer must present his/its Ticket at the entrance to the enclosures in order to gain entry, and must at all times be able to present it to anybody from the body organising the sporting Event. If the Customer is unable to produce his/its ticket, he/it will be refused entry to the enclosures and may be evicted therefrom. In this respect, the Customer is informed that he/it must comply with the procedure put in place by the organiser for purposes of verifying Tickets, both at the entrances and the exits to the enclosures. Said verification may in particular take the form of a systematic scanning of the Tickets. Any refusal on the part of the Customer to submit to the verification procedure thus put in place shall result in him/it being refused access to the enclosures and/or being evicted therefrom without in any circumstances having the right to claim for any indemnity or refund.

Any exit from the enclosures is definitive except in cases where the organiser consents to Ticket holders being able to enter and leave the enclosures as they wish. In this latter situation, the Customer's attention is drawn to the fact that when he/it leaves the enclosures, he/it must obligatorily obtain from the organisers when he/it leaves the enclosures a pass or a scanning of his/its Ticket or any other means of proof put in place by the organiser, to enable him/it to be able to re-enter the enclosures. In the event of the Customer failing to take the precaution of obtaining such proof, he/it shall be prohibited from entering the enclosure and shall have no grounds for obtaining any compensation or refund.

## **8. ACCEPTANCE OF THE REGULATIONS WHICH ARE SPECIFIC TO THE SPORTING EVENT**

The Customer acknowledges that he/it has been informed of and accepts the fact that entry into the enclosures inside which the sporting event is held to which his/its Ticket(s) give him/it access entails the Customer's full acceptance of the Regulations which are specific to the sporting Event.

These regulations are available upon simple request and are posted in the enclosures and, in particular, at the entrance thereto.

Any person failing to comply with said Regulations may be refused access to the enclosures or be evicted therefrom without the possibility of claiming a refund of his/its Ticket or any other indemnity. Moreover, the organiser of the Event reserves the right to have recourse to all legal remedies against said Customer.

At the entrance to the enclosures, Ticket holders accept to submit to pat-down security inspections and a visual inspection of their hand baggage as well as of the inside of their vehicles (including the boot) carried out by a member of the police force and/or any official of the event organiser approved by the Chief of Police, and may be asked to present objects in his/its possession. Objects prohibited by the Regulations which are specific to the sporting event shall be consigned or seized.

## **9. EXPLOITATION OF THE TICKETS FOR COMMERCIAL PURPOSES IS PROHIBITED**

The sole aim of the Tickets is to enable the Customer to gain access to the enclosures inside which the sporting event is held. Any other use thereof is prohibited. In particular, except if agreed to in writing beforehand by the Vendor and/or the organiser of the event, it is forbidden to exploit the Tickets in any manner whatsoever for commercial or marketing purposes.

## **10. RIGHT OF PERSONAL PORTRAYAL**

Any person attending the event agrees to and grants to the organiser free of charge the right to use and to reproduce his image and voice on any media relating to the event and/or promotion of the sporting enclosures and the organiser's activities such as photographs, broadcasts on television or giant projection screens, video or sound broadcastings or recordings, during a period of 10 years and worldwide.

Moreover, the general public is informed that for its security, all of the enclosures in which the sporting event is held may be equipped with a video surveillance system under the control of Law Enforcement Officers (*Officiers de Police Judiciaire*) and likely to be used in the event of criminal proceedings. A right of access is provided in accordance with Article 10V of the Law of 21 January 1995.

## **11. INTELLECTUAL PROPERTY**

The Customer's attention is drawn to the fact that in application of the provisions of the Sporting Code, the organiser has an exclusive right to exploit the sporting event organised by it, which in particular means that it is prohibited for any party whatsoever to represent, reproduce and, in general, exploit the images, trademarks, sound, etc. of the sporting event.

## **12. JURISDICTION**

The ticket sales referred to herein are subject to French law. In the event of a dispute, French courts shall have jurisdiction.