

# Terms of Sales

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## **ARTICLE 1: OBJECT**

Billetweb is an online ticketing solution (hereinafter referred to as "the Ticketing") published by Trustweb (hereinafter referred to as "the Company"), which means that the organizers (hereinafter referred to as "the Organizers") of Events (hereinafter referred to as "the Events") to sell their Tickets (referred to in this Agreement as "the Tickets") on the website [www.billetweb.fr](http://www.billetweb.fr) (referred to as "the website"). Purchasers of these Notes are hereinafter referred to as "the Buyers." Holders and users of the Tickets are referred to as "the Participants".

These general conditions govern the sale of tickets made through the Ticket Office. Billetweb acts as an intermediary at the stage of marketing but without ever intervening in the organization of the event. The Organizers are therefore fully responsible for the progress of the event. The present general conditions concern the sale and do not concern the event itself. The Organizers may add their own conditions regarding the holding of the event itself in a document that will be presented to you following the present.

## **ARTICLE 2 - RATES**

The rates of the Tickets include, according to the rules in force, the mention of the currency. Unless otherwise stated, the prices are indicated on the Ticket Office in All Taxes Included. The organizers have a right to change the various rates during the sales period, billing, operated by the company, is carried out on the basis of prices in effect the amount of creation of said order by the participant.

## **ARTICLE 3 - AVAILABILITY**

The ticket office informs you in real time of the availability of products when placing your order. If some tickets are no longer available between the beginning and the end of your order, the system will inform you. You will be able to check the contents of your order before validation and payment.

## **ARTICLE 4 – PLACEMENT**

Unless otherwise stated when booking and on the ticket, the placement is free. If the Organizer has chosen to set up a placement system, you will be asked to choose your seat or zone during the booking process. The localization on plan or diagram is provided for information only. It is intended to be as representative as possible but has no contractual value.

## **ARTICLE 5 - PERSONAL DATA**

In accordance with the law n ° 78-17 of January 6th, 1978, relative to the Data processing, the Files and the Freedoms, the treatment of your information is the subject of a declaration with the French

National Commission of the Data processing and the Liberties (CNIL) under the declaration number 1759026.

You have a permanent right of access and rectification on all data concerning you, in accordance with the European texts and the national laws in force. All you have to do is request it by e-mail ([contact@Billetweb.fr](mailto:contact@Billetweb.fr))

When placing your order, you are required to communicate personal information about your identity and those of the Participants.

The information necessary to ensure the processing of the order by the Ticket Office are: surname, first name and e-mail address of the Buyer. They can also be used by Billetweb to contact you in case of problems with the processing of your order.

Other information may be collected at the request of the Organizer, especially in the event of a possible postponement or cancellation of the Event. The Company collects this data on behalf of the Organizer and brings it to its attention. The Organizer is then responsible for the good conservation and use of the data to which he has been able to access.

By accepting these Terms and Conditions of Sale, you expressly authorize the Company to transmit your personal data to the Event Organizer. The Company can not be held responsible for any use that may be made of these data. The Organizer is solely responsible for the management and the content that it will send to the Participant.

## **ARTICLE 6 - PAYMENT**

The validation of your order implies your obligation to pay the price indicated. Only one method of payment is allowed per order.

### **6.1 Payment by credit card**

It is possible to pay your order by credit card type "Carte Bleue", "VISA", "EUROCARD" or "MASTERCARD". This payment is processed by our banking partner. The coordinates of the latter are accessible from the page "legal notices" of the site. The card payment can use the 3D Secure system which aims to identify the cardholder in order to limit fraud.

Once the transaction is validated by the bank, your bank account will be charged the amount of the order. At the end of the transaction, an order confirmation will be sent to you by e-mail. You will be able to download an invoice from this one.

In the event that a payment is invalidated by the bank, after issue of your Ticket or your order it or it will be invalidated, not allowing you access to the event.

The exchanges with the site [billetweb.fr](http://billetweb.fr) are secured by SSL encryption. The bank details of the buyer are not stored by our system. Online electronic payments are made on the Billetweb website or directly on the website of the bank partner of the company, which ensures its security using the appropriate encryption and authentication technologies.

### **6.2 Alternative payment**

In cases, where the organizers allow and authorize an "off-line" payment, the Billetweb system will make a "reservation" of your order. Once the payment of this one to the Organizers and the validation of the payment of this one by these last ones via the system Billetweb, the order will be sent by e-mail to the buyers according to the aforementioned modalities

## **ARTICLE 7 - ORDER CONFIRMATION**

Once your order is paid, a confirmation message is displayed. An order confirmation email containing your tickets is immediately sent. It is then your responsibility to check the receipt of the tickets. Please note that some courier providers may delay the delivery of tickets. In case of no reception after several hours, please contact the organizer or the customer service of Billetweb. It is possible to check the payment of an order or to return the tickets from the ticket sales module. Failure to receive the order does not invalidate the order.

## **ARTICLE 8 - ISSUE AND CONDITION OF USE OF THE TICKETS**

### **Delivery**

Electronic Tickets or a link to download them are sent to the Buyer's e-mail after each order.

### **Characteristics**

In accordance with the regulations, each Ticket contains the following information in apparent or coded form:

- Identification of the Organizer
- Name of the event
- Name of the tariff
- Price paid by the buyer
- Unique identification number of the ticket and the order

### **Support**

In order to be accepted, the Ticket must be printed in black and white or color, on white and blank A4 paper. The latter must have a complete state of integrity and readability: Damaged or illegible Tickets will not be considered invalid.

The presentation of a Ticket via a digital medium (tablet, Smartphone) will only be accepted if the Organizer expressly stipulates it in the indications appearing on the Ticket. The Entrant remains responsible for being able to present the Ticket on digital media at the entrance to the event.

### **Uniqueness**

A Ticket can only be used once to access the event. Thus in case of loss, theft, duplication, only the first person to present the Ticket will be allowed to attend the event. A ticket holder who has already been used can not claim any refund.

The Ticket is only valid for the place, date and time to which it belongs. The Ticket must be kept until the end of the event.

The Ticket may be nominative, depending on the settings provided by the Organizer on the ticketing system. In this case, in addition to the identity of the buyer, that of the beneficiary will be indicated on the Ticket. The Nominated Notes remain personal and non-transferable, except with the prior express authorization of the Organizers

The ticket is unique, comprising on the one hand an identification number and, on the other hand, a bar code. Reproduction, duplication or counterfeiting of Tickets is prohibited. The Organizers reserve the right to refuse access to the event site (or event). No refund will be granted

### **Control**

The Organizer is free to check the validity of the Tickets when accessing the event. He is not required to verify the identity of the Ticket beneficiary as the Ticket has a unique and unpredictable identifier. As a result, the Participant must ensure the confidentiality of his Ticket. Access to the Event may be denied to a Participant who submits an already used Ticket. The Organizer is not required to verify the authenticity of the ticket.

### **Justificatory**

The Organizer is also free to control the identity of the participants. In the case where the Tickets are nominative, the Participant must be able to prove his identity using an official document including a photograph.

The Organizer may request to submit other proofs when accessing the event. These are communicated to the Participant via the order confirmation email and via the information on the Ticket.

## **ARTICLE 9 – REFUND**

### **Absence of the right of withdrawal**

According to the legislative provisions of Article L121-20-4 of the French Consumer Code, the Tickets can not be the subject of a right of withdrawal. Any order is then legally considered as firm and final. A ticket can not be refunded even in the case of loss or theft, neither taken back nor exchanged.

Only two cases can cause a refund:

- The event is canceled or substantially modified
- The organizer authorizes the refund and makes available the funds to repay

Repayment will only occur in favor of the original purchaser. No fees of any kind will be refunded or compensated. Any decision to cancel, postpone or modify an event is the sole responsibility of the Organizer.

## **ARTICLE - 10 CUSTOMER SERVICE**

For any request from the Buyer relating to the event or the receipt of his order, the Participant must first contact the Organizer whose contact details are on the Ticket Sales Page. If the request can not be

fulfilled, it is the responsibility of the Organizer to contact Billetweb's customer service from the "contact" page of the Billetweb website.

### **ARTICLE 11 - APPLICABLE LAW**

The applicable law is the French law whatever the place of organization of the Event. Any difficulty relating to the interpretation, performance of the contract will be within the jurisdiction of the courts of Paris, regardless of the place of performance of these and regardless of the domicile of the defendant.

In accordance with Article L121-20-3 of the Consumer Code, Billetweb is legally liable to the consumer for the proper performance of the obligations resulting from the contract concluded at a distance. Billetweb is then responsible for the transmission of the ticket.

However, Billetweb can not be held responsible for the progress of the Event and the fulfillment of the obligations of the Organizers. The event being held under the sole responsibility of the Organizer, Billetweb can not be held liable for reasons such as cancellation, postponement, modification of the event or any other incident that may occur during the event

### **ARTICLE 12 - ACCEPTANCE OF GENERAL CONDITIONS**

The user declares to have read and accepted the present General Conditions of Sale as well as that which could be added by the Organizer concerning the holding of the event. The connection and transaction data kept by Billetweb is proof.

### **ARTICLE 13 - LEGAL NOTICES**

Billetweb is a solution published by Trustweb SASU, a company with a capital of 2,500 €

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