

Rugby World Cup 2023 Hospitality Terms and Conditions

1 INTERPRETATIONS

In these terms and conditions, the following words shall have the following meanings:

“Conditions” means the standard terms and conditions of sale set out below;

“Confirmation” means the placing by the Customer of an order for a Hospitality Package via the Website or other sales channels;

“Contract” means a legally binding contract made in accordance with Condition 2 of the Conditions;

“Customer” means the purchaser of the Hospitality Package;

“Deposit” means the deposit (if any) payable as detailed on the Seller`s invoice or as otherwise notified on the Website;

“Event” means an entertainment event including, without limitation, a concert, exhibition, sports, theatrical and/or music event to be held at a Venue and in respect of which the Seller has the rights to sell Hospitality Packages;

“Hospitality Package” means the hospitality package to be sold to the Customer by the Seller which may include without limitation; a ticket to the Event together with catering at the Event within the facilities at or in the vicinity of the Venue;

“Price” means the price of the Hospitality Package detailed on the Website or as otherwise notified by the Seller in writing;

“Promoter” means the person, firm or company staging the Event if different from the Venue;

“Seller” means DAIMANI France SAS (which is registered in France under company number 851 593 541);

“Tickets” means the tickets or other types of evidence (including electronic tickets, passes or badges) sold by the Seller to the Customer as part of a Hospitality Package on behalf of the organisation responsible for the Event for the right to occupy space at or to attend an Event;

“Venue” means the facilities or location where the Event is to be staged; and

“Website” means the website of DAIMANI AG (registered in Switzerland under company number CHE -338.036.261) at www.daimani.com of which these Conditions form part.

1.1 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 Where the context dictates in these Conditions, the singular shall include the plural and vice versa and any gender includes the other gender.

2 BASIS OF SALE

2.1 All Hospitality Packages and Tickets are sold subject to availability and to these Conditions. Subject to the availability of the relevant Hospitality Package and/or Tickets at the time of such receipt by the Seller, the receipt by the Seller of a Confirmation shall constitute the booking by the Seller of Hospitality Packages and/or Tickets and shall create a Contract subject to these Conditions.

2.2 These Conditions incorporate any special terms and conditions which may be displayed on the Website with respect to a particular Event or Venue and should be read in accordance with the Venue and/or Promoter terms, conditions and regulations, copies of which are available on request from the Venue. In the event of any inconsistency between the terms in relation to the Venue or Promoter requirements, those of the Promoter shall prevail. If no Promoter, those of the Venue shall prevail. Save as provided in this Condition 2.2, these Conditions shall apply to the Contract to the exclusion of any other terms and conditions.

2.3 Subject to Condition 3.1 of these Conditions, no variation of the Contract shall be binding unless agreed in writing by an authorised representative of the Seller. Each of the Seller and the Customer agrees that it has not entered into these Conditions in reliance on, and shall have no remedy in respect of, any statement, representation, covenant, warranty or undertaking (whether negligently or innocently made) by any person (whether party to these Conditions or not) other than as expressly set out in these Conditions provided always that nothing in this Condition 2.4 shall operate to exclude any liability for fraud.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3 VARIATION

3.1 Whilst every reasonable effort will be made to ensure that the Hospitality Package is in accordance with the details as set out on the Website or other Materials, the Seller reserves the right in the Seller's absolute discretion to make any changes to the Hospitality Package which do not, in the reasonable opinion of the Seller, materially affect the quality of the Hospitality Package. A "material" change is a change which, in the Seller's reasonable opinion, makes the Hospitality Package materially different from the Hospitality Package that purchasers, taken generally, could reasonably expect.

3.2 In the event that it is necessary for the Seller to make any material change to the Hospitality Package (other than where due to the circumstances set out in Conditions 8 and 10 and/or the acts or omissions of the Customer), the Seller will use reasonable endeavours to offer the Customer the option of an alternative Hospitality Package of comparable standard or, where such alternative Hospitality Package is not available or is unacceptable to the Customer, will repay to the Customer the Deposit, and any additional Price already paid by the Customer.

4 PRICE

4.1 Subject to Condition 5.8 the Seller reserves the right, by giving written notice to the Customer at any time before delivery of the Tickets, to increase the Price to reflect any increase in cost of the Hospitality Package to the Seller including but not limited to any foreign exchange fluctuation, currency regulation, alteration of duties or any cost incurred by the Seller without fault of the Seller since the issue of the Confirmation.

4.2 The Price shall be exclusive of value added tax and all other applicable taxes which shall be paid by the Customer in addition to the Price.

5 PAYMENT

5.1 The Deposit shall be payable by the Customer as stipulated on the Website and shall (save as expressly provided in these Conditions) be non-refundable.

5.2 On receipt of a Confirmation from the Seller the Hospitality Package shall be deemed to be booked, subject to payment of the Price in full.

5.3 An invoice detailing the amount of the Price outstanding (taking into account any Deposit already paid) shall be sent by the Seller to the Customer.

5.4 The Price in respect of any bookings made must be paid in full by the Customer.

5.5 Any additional fees or charges for any additional goods or services provided by or on behalf of the Seller for the Customer at the Event at the Customer's request which are not included in the Hospitality Package shall be paid for in full by the Customer by an authorised credit card.

5.6 If the Customer fails to pay the Price in full by the due date as detailed on the invoice, or the Customer gives the Seller notice in writing of its intention to cancel the Hospitality Package then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract and suspend provision of the Hospitality Package and any further Hospitality Packages to the customer and the Customer shall be liable to the Seller for the Price in full and, save where otherwise agreed in writing by the Seller, shall not be entitled to a refund of any Price paid (or the Deposit) and the Seller shall be permitted to charge the Customer interest (both before and after any judgment) on any part of the Price unpaid at the rate of 4 per cent per annum on a daily basis above the BNP Paribas base rate from time to time, until payment of the Price is made in full.

5.7 In the event that the Contract is cancelled in accordance with Condition 5.6 and the Deposit (as appropriate) has not been paid by the date of cancellation, the Customer shall pay the Deposit to the Seller immediately and the Seller shall be permitted to charge interest on the outstanding Deposit at the rate specified in Condition 5.6.

5.8 In the event that the Seller is forced to increase the Price pursuant to Condition 4.1 by an amount which the Customer, acting reasonably, considers excessive, the Customer may cancel the Hospitality Package by giving written notice to the Seller within 14 days of the announcement of the change in Price to the Customer and the Seller shall repay the Deposit (as appropriate) to the Customer and any additional Price already paid.

5.9 The Seller reserves the right to levy a EUR 25 administration charge for each amendment made to the original booking at the request of the Customer.

5.10 Individuals and businesses should take care not to fall victim to schemes which misuse our name and/or falsely claim to be affiliated with DAIMANI France SAS or DAIMANI AG.

6 DELIVERY OF TICKETS

6.1 Delivery of the Tickets shall be deemed to be made on the earliest occurrence of either; collection of the Tickets by the Customer from the Seller, or delivery of the Tickets by the Seller to the Customer, or delivery of the Tickets by the Seller to a third party carrier for delivery to the Customer.

6.2 Any dates quoted for delivery of the Tickets are approximate only and the Seller shall not be liable for any delay in delivery of the Tickets however caused. Time for delivery shall not be of the essence unless previously agreed by an authorised representative of the Seller in writing.

6.3 Tickets will not be issued to the Customer prior to receipt and bank clearance of payment in full of the Price in respect of the relevant Hospitality Package. Following receipt of the Price in full from the Customer, the Seller shall attempt, but not be obligated, to dispatch the Tickets and any ancillary Event information to the Customer no later than 2 weeks prior to the Event.

6.4 The Seller reserves the right to make Tickets available for collection at the Venue box office. The Customer will be notified by telephone, email or in writing of the arrangements for collection (using the details provided by the Customer at the time of Confirmation) if this becomes necessary. Where there is not enough time to deliver Tickets, the Customer will be told at the point of purchase the arrangements for collection of Tickets.

6.5 It is the Customer's responsibility to check Tickets on receipt as mistakes cannot always be rectified after purchase.

7 RISK AND PROPERTY IN TICKETS

7.1 Risk of damage to or loss of the Tickets shall pass to the Customer:

- a) in the case of Tickets collected from the Seller's premises, at the time when the Customer collects the Tickets; or
- b) in the case of Tickets to be delivered to the Customer's premises by the Seller, when the Seller leaves the Tickets at the Seller's premises; or
- c) at the time of posting, if the Tickets are to be posted by the Seller to the Customer; or
- d) at the time of the Seller handing the Tickets to a third party, if the Tickets are to be delivered by a third-party carrier.

7.2 Once risk of damage to or loss of the Tickets has passed to the Customer in accordance with Condition 7.1 the Seller shall not be liable to replace any lost or damaged Tickets. Duplicate Tickets may only be issued at the discretion of the Venue or the Promoter. If duplicates are issued, a reasonable administration charge may be levied.

7.3 Notwithstanding delivery and the passing of risk in the Tickets, or any other provision of these Conditions, the property in the Tickets shall not pass to the Customer until the Seller has received in cash or cleared funds the payment in full of the Price and all other sums due to the Seller from the Customer.

7.4 Until such time as property in the Tickets passes to the Customer, the Customer shall hold the Tickets as the Seller's fiduciary agent and bailee, and shall keep the Tickets properly stored, protected, insured and identified as the Seller's property.

7.5 Until such time as property in the Tickets passes to the Customer, the seller shall be entitled at any time to require the Customer to deliver the Tickets to the Seller.

7.6 All Tickets are non-transferable and the Customer shall not be entitled to sell or to pledge or in any way transfer, or charge by way of security for any indebtedness any of the Tickets.

7.7 The Customer acknowledges that the Seller has no control over the pricing of Tickets and that any description of the position of seats is that of the Promoter or the Venue. The Seller, Venue and/or Promoter reserve the right to provide alternative seats at an Event to those specified on the Ticket if the staging of the Event reasonably requires, provided that they are of no less value to that stated on the Ticket.

7.8 Where a concession is claimed, proof of identity and concession entitlement (for example, age or student status) may be required.

7.9 Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on the Customer to use, alter, copy or otherwise deal with any symbols, trade marks, logos and/or intellectual property appearing on the Ticket.

7.10 Where any valid claim in respect of the Hospitality Package which is based on the validity of the Tickets is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace such Tickets free of charge or, at the Seller's sole discretion, refund to the Customer the Price of the Hospitality Package (or a proportionate part of the Price), but the Seller shall have no further liability to the Customer.

8 EVENTS AND CANCELLATIONS

8.1 The Seller has no control over the running of the Event and the Seller gives no warranty and makes no representation that the Event shall take place and, subject to Conditions 8.3 and 8.4, the Seller shall not be liable to give any refund in the event of the Event being cancelled or postponed.

8.2 It is the Customer's responsibility to ascertain whether an Event has been cancelled or re-scheduled and the date and time of any re-scheduled Event. Where an Event is cancelled or re-scheduled, the Seller will use its reasonable endeavours to notify the Customer using the details provided at the time of Confirmation but the Seller does not guarantee that the Customer will be informed of such cancellation before the date of the Event.

8.3 If for any reason the Event is postponed, the Customer's booking for that Event will be valid for the re-scheduled Event (if any) save where such re-scheduled Event takes place at a location other than the original Venue.

8.4 If for any reason outside the control of the Seller (including, without limitation, due to the circumstances set out in Condition 10) the Event is postponed, cancelled or abandoned (whether wholly or in part) any refunds shall be limited to refunds (if any) that may be payable under the rules and regulations of the Venue and/or Promoter and the Customer is advised to take out its own insurance to cover such risks.

8.5 Where a refund is sought, the Customer must bring this to the attention of the Seller as soon as reasonably possible upon becoming aware of the cancellation, postponement or abandonment.

8.6 For Rugby matches, no guarantees can be given that the Event will take place at a particular time or on a particular date and the Venue and/or the Promoter reserve the right to reschedule any such Event without notice and without any liability whatsoever. The details given on Rugby tickets are indicative only and it is the Customer's responsibility to check the final arrangements for any matches for which they have tickets, including the date and kick-off time of any such Event.

8.7 Subject as expressly provided in these Conditions, and except where the Hospitality Package is sold to a person dealing as a consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.8 Where the Hospitality Package is sold under a consumer transaction the statutory rights of the Customer are not affected by these Conditions.

8.9 The Seller has no control over the running of the Event or the Venue and accepts no liability for any acts or omissions on the part of persons organising the Event or operating the Venue or their servants, agents, employees or sub-contractors and makes no representation that any individual artist, performer, player or participant shall appear at the Event.

8.10 Any complaints concerning the Hospitality Package must be notified to the Seller in writing as soon as reasonably practicable after the Event.

9 LIMITATION OF LIABILITY

9.1 Notwithstanding anything to the contrary in these Conditions, the Seller shall not be liable to the Customer for any indirect or consequential loss or damage (including, without limitation, loss of revenue, loss of profits or loss of anticipated savings) arising out of or in connection with the performance or any breach of the Contract and the maximum liability of the Seller to the Customer in aggregate for any and all claims made against the Seller in contract, tort or otherwise under or in connection with the subject matter of the Contract shall not exceed the total Price paid for the Hospitality Package by the Customer to the Seller in respect of the Contract.

9.2 Nothing in this Condition 9 shall operate to exclude liability for death or personal injury resulting from the negligence of the Seller.

10 FORCE MAJEURE

The Seller shall not be liable to the Customer or be deemed to be in breach of the Contract or these Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract or to these Conditions if the delay or failure is due to any act beyond the Seller's reasonable control, including but not limited to; any act of God, adverse weather conditions, explosion, fire or accident, war or threat of war, terrorist activity or threat of terrorism, sabotage, insurrection, civil disturbance or requisition, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes, power failure or postponement or cancellation of an Event.

11. CUSTOMER DEFAULT

11.1 The Seller may without prejudice to any rights or remedies which it may have against the Customer defer or cancel the Contract if:

- a) the Customer commits a material breach of any of its obligations under the Contract which is not capable of remedy; or
- b) the Customer has committed a material breach of any of its obligations under the Contract which is capable of remedy but which has not been remedied within a period of 7 days following receipt of written notice to do so; or
- c) the Customer enters into any compromise or arrangement with its creditors, or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other party's undertaking or assets; or
- d) the Customer (if in business) ceases or threatens to cease to carry on its business; or
- e) the Customer (if an individual) is made bankrupt; or
- f) the Customer fails to pay the Price in full with less than 12 weeks remaining prior to the Event following the issue of an invoice requesting payment of the Price.

12 INDEMNITY

The Customer shall indemnify the Seller in full against and hold the Seller harmless from all claims, costs, damages, liabilities, expenses (including but not limited to legal expenses) demands and judgements awarded against or incurred or paid by the Seller as a result of or in connection with any and all acts or omissions of the Customer, its guests, employees, agents or subcontractors including but not limited to acts or omissions at the Event and damage caused to the Venue by the Customer or its guests.

13 VENUE CONDITIONS

13.1 The Customer is responsible for its guests and will procure that its guests comply with these Conditions (where relevant) and with any rules, regulations and directions set down by the Seller, the Promoter and/or the Venue owner including, without limitation, any and all relevant statutes, safety announcements, Venue regulations and conditions of sale applicable to Tickets.

13.2 The Customer will not resell or otherwise transfer or offer for sale or transfer any part of a Hospitality Package without the prior written consent of the Seller.

13.3 The Customer will not use any or part of a Hospitality Package (including, for the avoidance of doubt, any Tickets) as prizes in competitions, sweepstakes, raffles, draws or for other similar commercial, promotional or charitable purposes without the Seller's prior written consent.

13.4 The Customer will not display any signage, promotional material or other such items anywhere at the Venue without the Seller's prior written consent.

13.5 The use of equipment for recording or transmitting any audio, visual or audio-visual material or any information or data inside any Venue is strictly forbidden. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed. Neither the Venue nor the Promoter shall be liable for any loss or damage to confiscated items.

13.6 The management of the Venue reserves the right to request that Ticket holders leave the Venue at any point on reasonable grounds (including, by way of example only, where Ticket holders fail to comply with Venue regulations or act in a manner which, in the reasonable opinion of the Venue, is likely to affect the enjoyment of other visitors to the Venue) and may take appropriate action to enforce this right. The Customer and the Customer's guests must comply with instructions and directions given by Venue staff and stewards. No refunds will be given to Ticket holders who are refused entry or ejected due to their own behaviour

13.7 The management of the Venue reserves the right to conduct security searches from time to time and confiscate any item which, in the reasonable opinion of the management of the Venue, may cause a danger or disruption to other members of the audience or the Event.

13.8 As a minimum, smart casual attire is required in the facilities at the Venue and the Seller reserves the right to refuse admission to any person wearing inappropriate items of clothing and/or footwear or to require any such person to leave the Venue. Specific advice in relation to dress code will be included in the event information section of any hospitality documentation sent to the Customer.

13.9 Where drinks are bought on a consumption basis, returns of open bottles of wine, spirits, and part kegs of draught beer and lager cannot be accepted.

13.10 Neither the Seller, the Venue nor the Promoter accepts any responsibility for any loss or damage to personal possessions brought into the Venue by the Customer or its guests other than as caused as a result of the negligence of the Seller or that of the Venue or the Promoter.

13.11 By attending an Event, Ticket-holders consent to filming and sound recording of themselves as members of the audience. The Venue or Promoter may use such films and recordings (including any copies) without payment.

13.12 A breach by the Customer of paragraph 13.2 or 13.3 shall entitle the Seller to terminate the Contract without refund to the Customer.

There are some broader related clauses regarding the sales of Gold Tickets for Rugby World Cup 2023; these terms can be accessed in [Appendix 1](#).

14 GENERAL

14.1 The Contract is personal to the Customer and the Customer shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract. The Seller shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Contract to third parties.

14.2 Notices shall be deemed to be served on delivery when delivered by hand, on receipt of a printout confirming due transmission when transmitted by electronic mail or facsimile, or 5 days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective party at the address made known by each party prior to entering into the Contract. If a party changes its address for notification purposes, then it shall give the other party written notice of the new address and the date on which it shall become effective.

14.3 No waiver by the Seller of any breach of the Contract or these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.4 Nothing in the Contract or these Conditions shall constitute or be construed as constituting a partnership or joint venture between the Seller and the Customer or shall authorise either party to enter into contractual relationships or incur obligations on behalf of the other party.

14.5 Any person, other than the Venue or the Promoter, not a party to these Conditions shall have no rights to enforce any term of the Contract or these Conditions.

14.6 If any provision of these Conditions or the Contract is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remainder of these Conditions and the Contract shall continue in full force and effect.

14.7 In respect of bookings for Hospitality Packages for certain Events/at certain Venues, the Seller will use information provided by the Customer to process the booking and deliver the services to the Customer, and the Seller will share this information with the Venue and/or the Promoter (as applicable) for the purposes of the Venue and/or the Promoter (as applicable) managing the arrangements at the Venue/Event and, where applicable, facilitating elements of the service delivery to the Customer. Where information is shared with the Venue and/or Promoter (as applicable), such information will be processed in accordance with the Venue's and/or Promoter's privacy policy (which is available on such party's website or on request to such party) and, only where the Customer has specifically opted-in to consent, used for marketing purposes to receive marketing material from the Venue and/or Promoter (as applicable). If the Customer has any questions about how the Seller collects and processes information, or about the Seller's Privacy Policy more generally, please contact privacy@daimani.com.

14.8 If any dispute arises with respect to the sale of a Hospitality Package pursuant to these Conditions, the Seller and the Customer shall each use their respective reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement satisfactory to both parties.

14.9 Whilst not restricting either party's rights to pursue court proceedings, if the Seller and the Customer are unable to settle any dispute by negotiation within 28 days, the parties may attempt to settle it by mediation. To initiate mediation a party must give written notice to the other party to the dispute requesting a mediation.

14.10 As an online trader, the Seller also draws the Customer's attention to the European Commission's Online Dispute Resolution Platform which is accessible via the following link: <http://ec.europa.eu/consumers/odr/>.

14.11 These Conditions and the Contract shall be governed by and construed in accordance with the laws of France, and the Customer agrees to submit to the non-exclusive jurisdiction of the courts in France.

Version 1.0 Paris, 25th April 2021

APPENDIX 1

SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE SALE OF GOLD HOSPITALITY TICKETS **VALID FOR ALL THE MATCHES OF RUGBY WORLD CUP 2023**

1. SCOPE AND ENFORCEABILITY OF THESE SPECIAL TERMS OF SALE (T&Cs)

These Special Terms and Conditions govern the sale of Gold tickets issued for the Rugby World Cup 2023 (the "Tournament") that are acquired as part of a package that grants their holders the right to watch one of the matches of the Tournament (a "Match of the Tournament") and are bundled with inseparable hospitality services (the "Tickets").

Gold Tickets can only be bought from RUGBY HOSPITALITES ET VOYAGES which itself purchases them from the France 2023 Organisation Committee ("FRANCE 2023").

These T&Cs apply to any natural or legal person that acquires one or more Tickets from FRANCE 2023 or from any official agent (the "BUYER"), and to any BENEFICIARY (i.e. any person that benefits, in any way whatsoever, from a Ticket bought by the BUYER), each of whom being referred to as a "HOLDER". FRANCE 2023 is entitled to modify these T&Cs from time to time, without notice. The version of the T&Cs that is applicable is the version accepted on the date on which the Ticket is bought.

The BUYER's placing of any order is confirmation of the BUYER's full acceptance of these T&Cs. The BUYER hereby stands surety for the BENEFICIARY's compliance with these T&Cs. The validation of the Ticket, and the HOLDER's entry into any ticketed area of a stadium, will be tantamount to the HOLDER's irrevocable acceptance of the terms and conditions which are applicable in all the stadiums in which Rugby World Cup 2023 matches will take place (the "Stadium Rules and Regulations"), which will be sent by e-mail to the BUYER, who must then forward them on to the BENEFICIARIES. The Stadium Rules and Regulations will also be displayed at the entrance to each stadium and are available to view on the Website of FRANCE 2023. Any HOLDER who does not comply with these Stadium Rules and Regulations may be denied access to the stadium or may be expelled from it without being entitled to claim a refund for their Ticket. These T&Cs will prevail over the provisions of the Stadium Rules and Regulations in case of any conflict.

Any terms that conflict with these T&Cs or the Stadium Rules and Regulations, such as other contractual terms, are unenforceable against FRANCE 2023 or against any official agent, where applicable. No special terms and conditions will prevail over these T&Cs unless the parties expressly provide otherwise. These T&Cs will also prevail over the General Terms of Sale applicable to the Official Box Office of FRANCE 2023.

2. PURCHASE AND DELIVERY OF THE TICKETS

2.1. Purchasing terms

As stated in article 1, the Tickets may only be bought from FRANCE 2023 or from an official agent or a sales channel authorised by FRANCE 2023. FRANCE 2023 will be entitled to curtail or to extend the periods during which the Tickets are available for purchase, at any point in time, by any means and/or on any medium and via any intermediaries whatsoever.

FRANCE 2023 alone will decide through what channels the Tickets are distributed.

FRANCE 2023 will also be entitled to offer different terms of sale to certain BUYERS, such as priority buying rights to buy Tickets for specific matches or stadiums.

Any Tickets that are obtained via a distribution channel other than those authorised by FRANCE 2023 will be null and void and may be cancelled without the HOLDER being entitled to any refund.

2.2. Delivery of the Ticket

For environmental reasons, Tickets will be delivered primarily in the form of an electronic ticket (“e-Tickets”), although exceptions to this rule may be made. Mobile tickets (“m-Tickets”) may also be delivered.

These Tickets may be sent by e-mail or made available in a dedicated space of a web site operated for the Tournament.

e-Tickets must be printed out in portrait mode on blank sheets of white A4 paper without altering the size of the printout, using an inkjet or laser printer. No other medium (tablet, computer smartphone, mobile telephone, etc.) may be used to present the Tickets. Any Ticket that is only partly printed out, or is soiled, damaged or illegible, will not be considered as valid and may not therefore grant its HOLDER access to the stadium.

FRANCE 2023 is entitled to cancel, without notice and without any refund, any purchase of a Ticket that might involve a risk of fraud, such as in case of a fraudulent use of a payment card, or in case of a breach of the security of Rugby World Cup 2023.

2.3. Terms of use of the Tickets

Each Ticket will only be valid for the match and match date stated on the Ticket, or in case of a postponement, on the date of the postponed match. Tickets are neither exchangeable nor refundable, and may not be resold on the official resale platform of FRANCE 2023 (the “Official Resale Platform of FRANCE 2023”), as mentioned in article 3.

Each Ticket will be registered and electronically delivered in the name of the BUYER, and where applicable, in the name of the BENEFICIARY.

In order to be able to enter the stadium, any HOLDER, even if they are under-age, must present their Ticket at one of the checkpoints implemented, together with an identity document in their name (national identity card or currently valid passport). In the absence of these credentials, entry to the stadium may be denied.

In the case of m-tickets, the HOLDER must carry a functional mobile terminal (such as a smartphone) that enables the reading of the bar code or QR code of the m-ticket on its screen.

FRANCE 2023 and Rugby World Cup Limited (“RWCL”) disclaim liability in case of loss or theft of the mobile terminal on which the m-ticket is stored, or in case of a malfunction of the mobile terminal (due for instance to a discharged battery, not being able to display or retrieve the m-ticket, a breakdown or technical malfunction of the mobile terminal, not being able to connect to the Internet). If need be, the HOLDER of an m-ticket may make contact with the customer service officers at the stadium, to have their ticket printed on a physical medium.

France 2023, RWCL and any official agent involved hereby disclaim liability for loss or theft of the HOLDERS’ Tickets.

Any exit from the stadium will be final. The HOLDER will not be permitted to re-enter the stadium.

2.4. Customer service

The HOLDERS should get in touch directly with the official agent from which the Ticket was bought.

Any queries concerning Tickets may also be addressed to the Customer Service unit of FRANCE 2023, which may be contacted using an online form available at (<https://tickets.rugbyworldcup.com/fr/contactez-nous>) or by e-mail at the following address: contact@france2023.rugby

3. RESALE OF TICKETS AND PROHIBITION AGAINST THE USE OF THE OFFICIAL RESALE PLATFORM

It is strictly forbidden to sell, transfer or offer to sell or transfer (for example on websites, in the immediate surroundings of the stadium or within the stadium precincts), in any way or form, whether free of charge or in return for consideration, any Tickets which is only for the use of the BUYER or their BENEFICIARY, without first securing the express consent of FRANCE 2023.

A Gold Ticket may not be separated from the hospitality services that are included in the package.

BUYERS or BENEFICIARIES may not therefore use the Official Resale Platform.

In any event, the BUYER undertakes to comply with the T&Cs and the Stadium Rules and Regulations and hereby guarantees that any HOLDER will consent to the T&Cs and the Stadium Rules and Regulations and will comply fully with them.

In order to avoid black market sales, FRANCE 2023 is entitled to rescind, without notice and without any formalities, any order for Ticket(s) that are subsequently resold or transferred without the express consent of FRANCE 2023. If this happens the order will be cancelled, the HOLDER will be denied entry to the stadium, and civil or criminal action may also be taken against them. The price of the Ticket(s) will not be refunded.

Please note, in this respect, that article L. 313-6-2 of the French Criminal Code provides as follows: *“the sale, the act of offering for sale or displaying with a view to a sale or transfer, or the provision of the means required to sell or transfer tickets to a sports, cultural or commercial event or to a live performance, on a regular basis, without the authorisation of the producer, the organiser or the owner of the rights to the event or performance in question, will be punishable by a fine of € 15,000. This will be increased to a fine of € 30,000 in case of repeat offending.”*

4. RESPONSIBILITY OF THE HOLDERS

The HOLDERS are responsible for their Tickets. Tickets will not be refunded or exchanged (including in case of loss, theft or destruction) and no duplicate will be issued.

5. ACCESS TO THE STADIUM

Only persons who are in possession of a Ticket (including children) may access the stadium. Any person who is not in possession of a Ticket may be expelled from the stadium. HOLDERS must keep their Tickets in their possession at all times. Any exit from the stadium will be considered as final. The HOLDERS undertake to comply with the safety measures implemented by FRANCE 2023 in its T&Cs, as well as with the Stadium Rules and Regulations where the match is taking place. Any breach of these measures may lead to the expulsion and prosecution of the HOLDER and in this case, they will not receive a refund for their Tickets.

Access to the stadium will be prohibited to minors aged under 16 unless accompanied by an adult. FRANCE 2023 advises parents against taking children aged under 3 years old to the stadiums.

For reasons of safety (such as to prevent terrorism) and public health (such as to take protective measures against an epidemic like Covid-19), FRANCE 2023 may take exceptional measures that might slow down access to the precincts of the stadium, which BUYERS and BENEFICIARIES acknowledge and consent to. Access to the stadium may be restricted to carriers of the documents required by the public health authorities on the date of the event (such as a health pass or a vaccine passport).

Anyone showing clear signs of intoxication or of being under the influence of drugs will be denied access to the stadiums and the hospitality areas.

Any person entering the stadium may be made to undergo a pat-down body search and may be requested to show the objects that they are carrying. These pat-down body searches may be carried out by any agent of the organiser of the event who is approved by the regional licensing board (*"commission régionale ou interrégionale d'agrément et de contrôle"*), in accordance with the prevailing and applicable legal and regulatory provisions. Anyone who refuses to submit to these checks or to follow the instructions issued by the personnel in charge of ensuring the application of these measures will be denied entry to the stadium and will not receive a refund of the price of their Ticket.

Access to the lounges and internal and other specially earmarked spaces both inside and outside the Stadium, and in general to any hospitality area, shall only be permitted on presentation of the means of access to the hospitality service provided or sent by France 2023.

The HOLDERS are advised to regularly consult the Website and the Stadium Rules and Regulations, in order to best prepare their visit to the stadiums.

6. SAFETY RULES IN THE STADIUMS

A person carrying objects featured in any list of objects prohibited by law (such as the provisions of article L. 332-8 of the French Sport Code and article 132-75 of the French Criminal Code) or by the Stadium Rules and Regulations may be denied access to the stadium or ejected from the stadium, and the price of their Ticket will not be refunded. The HOLDER undertakes to comply with the law and with the rules applicable to safety within sports venues.

If a HOLDER fails to comply with the rules governing prohibited behaviours and prohibited objects that are defined below, they may be denied access to the stadium, and the price of their Ticket will not be refunded.

Please note in this respect that article L. 332-1 of the French Sport Code provides as follows: *"in order to ensure the security of sports events, the organisers of these events may refuse to issue or may cancel the issuing of tickets to these events or deny access to them to any persons who have violated or who violate the provisions of the general terms of sale or of the internal rules that relate to the security of these events. To that end, the organisers may automatically process personal data pertaining to any of the violations mentioned in the penultimate section of this article, in keeping with terms laid down by a circular issued by the French Conseil d'Etat acting pursuant to a duly justified opinion issued and published by the French data protection authority, the CNIL."*

HOLDERS are barred from accessing the precincts of a stadium while in possession of the following elements:

- Propaganda material of a racist or xenophobic nature, or constituting an incitement to violence. This also applies to the wearing of clothing or insignia of a racist or xenophobic nature, or constituting an incitement to violence. FRANCE 2023 rejects any group that

encourages any form of violence and that displays symbols that might incite others to engage in this kind of behaviour.

- Any advertising, commercial, political or religious elements whatsoever, such as banners, boards, symbols or fliers.
- Any weapons, such as knives, sharp objects, bars, firearms, or any dangerous object, including umbrellas.
- Laser pointers.
- Aerosol sprays, corrosive substances and colorants.
- Glass objects, any kind of bottle, bowl, can or receptacle made out of a material that is fragile, particularly hard or that poses a risk of bursting, as per the definitions of such items in the prevailing and applicable laws, as well as any object weighing more than 500 grams or any receptacle with a volume greater than 500 ml. Smaller receptacle may be authorised but their caps must be removed.
- Large sized objects, such as step ladders, stools, chairs, cardboard boxes or suitcases (no safety deposit facilities will be provided).
- Any torches, rockets, fireworks, smoke bombs or any other pyrotechnic device.
- Alcoholic drinks or any type of recreational drug.
- Animals (with the exception of guide dogs).
- Helmets of any kind, electric vehicle batteries, prams.
- Wireless devices that emit radio waves (such as cell phone signal jammers, radio scanners and walkie talkies, wi-fi routers (wireless local networking devices)), with the exception of personal mobile phones and wireless receivers (such as radios).
- Noisy mechanical devices, such as megaphones and horns operated using compressed air.
- Drones.
- Selfie sticks, cameras and video cameras for commercial purposes.
- Objects that might compromise or disrupt the experience and enjoyment of the other spectators, such as large flags, oversized hats, large umbrellas, whistles, vuvuzelas, musical instruments, horns, etc.
- Any object that FRANCE 2023 considers to be dangerous, noxious and/or illegal, or that may be used as a weapon or a projectile or that might compromise or interfere in any other way with the safety of any person or the security of the venue.

Only hollow, flexible plastic poles with a maximum length of 70cm may be brought into the stadium without prior authorisation.

Similarly, it is forbidden:

- to scale or cross any fences, barriers or other elements designed to contain or segregate the audience;
- to engage in races, stampedes or slides;
- to enter onto the playing field or enter any other unauthorised area of the stadium;
- to sell or to hand over, on the precincts of the stadium or in its immediate surroundings, any promotional or commercial item or object without the prior authorisation of FRANCE 2023. FRANCE 2023 is entitled to ask the HOLDER to produce a copy of this authorisation upon entering the stadium or at any point in time during their presence in the stadium;
- to bring and/or to keep the balls used in Rugby World Cup 2023 matches

HOLDERS must at all times follow the instructions issued by the police, the members of the security detail, the fire brigade, the stewards, the medical personnel, or announced over the stadium's tannoy system. For reasons of safety and security, HOLDERS must be prepared to change seats if the police, members of the private security detail or stewards order them to do so, even if they are asked to relocate to seats outside the zone that is in principle earmarked for them.

FRANCE 2023 is entitled to deny access to the stadium to any person whose clothing or behaviour might jeopardise the progress of the match. Respect for one another and fair-play are key values. Therefore, HOLDERS undertake in particular not to engage in any behaviour that might cause harm to other persons, to the event or to FRANCE 2023.

Inside the hospitality areas, the HOLDERS undertake to adopt an attitude and behaviour that are not likely to jeopardise the holding or the progress of the match or harm the other HOLDERS or the employees and service providers working there. The HOLDERS must also dress in a way that is appropriate in light of the services included with the Ticket. Where applicable, France 2023 will inform the HOLDER, prior to the match, about the dress code required for each hospitality area, the HOLDER undertaking in advance to comply with same.

Alcoholic drinks may be proposed for consumption in the hospitality areas. The HOLDERS are aware of the dangers posed to their health and behaviour by the consumption of alcohol and undertake not to exceed the reasonable limits of alcohol consumption in order not to jeopardise the orderly progress of the match or cause harm to anyone else. Any HOLDER who fails to comply with these provisions will be escorted outside the Stadium and/or the hospitality areas, and will not be entitled to claim any reimbursement.

The HOLDERS undertake to act strictly in keeping with the applicable laws in France and abroad against bribery, influence peddling and conflicts of interest. The BUYERS undertake and guarantee that their employees, shareholders, directors, senior officers, affiliates and subcontractors, as well as their legal representatives, will comply with this undertaking.

It is also forbidden to jeopardise the orderly progress of the match by holding an unauthorised event or demonstration within the stadium or nearby, whether the event or demonstration in question is of a commercial nature (including any "*ambush marketing*"), or of a militant or personal nature.

It is forbidden to conduct any sales activity whatsoever, to offer free of charge or in return for consideration, to sell or to hold items with the intention of selling them (such as, but not limited to, drinks, food, souvenirs, clothes, promotional and/or commercial items, printed materials), without the prior written authorisation of FRANCE 2023 and/or RWCL.

For safety and security reasons, parents are advised not to hold young children on their lap.

Spectators must at all times comply with the Stadium Rules and Regulations, which are available to view on the Website.

7. IMAGE RIGHTS

Any HOLDER authorises FRANCE 2023 and the operator of the stadium, free of charge, to record and to use images in which they appear, by any means of acquisition (photography, video, etc.) during the matches, on all media (without limitation in terms of quantity) and via any means of publication or broadcasting, worldwide and for the entire duration of the protection of the rights over same, with permission to assign these rights, for commercial or promotional purposes and/or for the purposes of showing the Rugby World Cup 2023 matches, the stadium and/or FRANCE 2023, and as part of the

transmission of these matches by any medium whether current or future. FRANCE 2023 and RWCL are entitled to assign these rights freely to any third party of its choosing.

Any photographs taken or other recordings of sounds or images made by a HOLDER in a stadium may be used only for private and personal, non-commercial and non-promotional purposes. Apart from private and personal, non-commercial and non-promotional purposes, i.e. to the exclusion of any commercial purposes, the HOLDER must not publish or broadcast at any time, over the Internet, on radio, on television and/or on any other form or type of media, whether current or future, any sound, image, description or result and/or statistics of a match (whether wholly or partly), including any content of this kind created, recorded or captured as a still or moving image by mobile phones or by any other form of wireless and/or portable terminal, nor aid or abet any other person in engaging in such activities.

8. SPORTS BETTING

In order to circumvent the risk of fraud in sports, it is forbidden to bet in any way whatsoever (electronically or otherwise) within the precincts of the stadium, on any elements, results or events linked to the sports event, or to use any means of communication (electronic or otherwise) to gather sports-related data intended for betting purposes. In the event of a violation of this prohibition, all requisite measures will be taken, ranging up to expulsion of the person involved from the stadium.

9. PROMOTIONAL AND COMMERCIAL ACTIVITIES

It is strictly forbidden to use any Ticket as a means of promotional and/or commercial activities, for instance as a prize in any competition, charity sale, auction, competition, game, lottery, internal incentivisation operations and any similar activities.

It is forbidden to use any Ticket as an element of a sale linked to the provision of any services or the sale of any goods by the BUYER, a BENEFICIARY or a third party, without first securing the express approval of FRANCE 2023.

FRANCE 2023 are entitled to bring any civil or criminal action that it will see fit in case of a violation of these provisions.

10. VIDEO SURVEILLANCE

The HOLDER is informed that, for their safety and security, the stadium is equipped with a CCTV system that is monitored by French officers of the *Police Judiciaire* and whose images may be used in case of legal action or prosecution. Data subjects have a right to access the recordings throughout the timescale of retention of the images in accordance with the provisions of article L. 253-5 of the French Homeland Security Code. This right may be exercised by writing to the operations manager of the stadium involved or to the French Data Protection Authority (CNIL) at the following address: CNIL - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

11. DATA PROTECTION LAW

FRANCE 2023 undertakes to process and to store any personal data that is entrusted to it in keeping with the provisions of the French data protection law no. 78-10 of 6 January 1978, subsequently modified by the French law no. 2018-493 of 20 June 2018, as well as the European General Data Protection Regulation no. 2016/679 (the "GDPR"), solely for the purposes of the organisation and the management of the matches that it organises and to keep BUYERS informed about the latest news of FRANCE 2023 and grant them priority access to goods and services linked to its activities. The HOLDERS

are informed that they have rights of access, rectification, limitation, portability and erasure over this information in accordance with the French law no. 78-17 of 6 January 1978 and the GDPR (as mentioned above). Any person whose personal data is gathered also has the right to challenge, on legitimate grounds, the processing of their data, and the right to determine the fate of their data after their death. These rights may be exercised at any time by sending a request by post to the following address:

FRANCE 2023 – 5 avenue du Coq, 75009 Paris, France.

FRANCE 2023 undertakes to deal with this request within a timescale of one month following its receipt.

If a HOLDER believes, after contacting FRANCE 2023, that their data protection rights have not been complied with, they may send a complaint to the CNIL

For more information concerning the processing of personal data, please consult our confidentiality policy, which is accessible at the following address: https://tickets.rugbyworldcup.com/fr/politique_de_confidentialite

12. LIABILITY OF FRANCE 2023

Insofar as this is permitted by law, FRANCE 2023, RWCL, and any official agent involved disclaim liability for any damage and/or incidents beyond their control that occur during the event. If FRANCE 2023 and/or the official agent involved are held liable for such an incident, FRANCE 2023 and the official agent undertake to refund the price of the Tickets that the BUYER paid to FRANCE 2023, subject to the applicable rules and regulations.

FRANCE 2023 will not be held liable in case of non-performance, late performance or partial performance of its obligations due to circumstances of force majeure, as defined by article 1218 of the French Civil Code, that results: (i) in the outright cancellation, the partial cancellation or the deferral of Rugby World Cup 2023, or (ii) the holding of Rugby World Cup 2023 behind closed doors or with a limited audience, compelling it as a result to cancel all or part of the Tickets ordered for Rugby World Cup 2023. If RWCL decides to hold a match behind closed doors, the HOLDER will be denied access to the stadium. For the avoidance of doubt, the following will be considered as constituting force majeure: epidemics and pandemics (including Covid-19), and all decisions taken by government, administrative or judicial authorities to deal with same that are binding upon FRANCE 2023 and that have an impact on the organisation of Rugby World Cup 2023.

Within the same limitations, the HOLDER waives and undertakes to ensure that its insurers waive any direct or subrogation actions against FRANCE 2023 and its insurers in connection with the events that are described above, and by extension, in case of force majeure.

Any ancillary bookings, including travel arrangements, accommodation, purchases, rentals, or in general any services that are booked by the HOLDERS in connection with their attendance at the match, will be at their own expense and risk.

The HOLDER will be responsible for any personal property that they bring into the stadiums, FRANCE 2023 and the official agent disclaim liability in case of loss, theft or damage to the personal property of the HOLDER.

The teams that are due to play in the matches, the compositions of the teams, the venues, the dates and times of the events may be modified at any time by decisions taken by the Rugby authorities and/or any administrative authority. Neither FRANCE 2023 nor the entities to which it delegates the provision of services as part of the organisation of the matches will incur any liability as a result.

Any persons that the BUYER brings into a stadium remains under the full responsibility of the BUYER.

The BUYER agrees to ensure the BENEFICIARY or BENEFICIARIES' full compliance with these T&Cs and with the Stadium Rules and Regulations and undertakes to disclose to them the texts of these provisions, or the web links giving access to same. The BUYER acknowledges and agrees that the Tickets that are allocated to them might be for seats that are not located side by side or even near one another.

Any personal arrangements made by a HOLDER in connection with his or her attendance at a match, including travel, accommodation or hospitality bookings, are at the HOLDER's sole risk, and France 2023 and/or RWCL or the official agent involved hereby disclaim liability for same.

13. CANCELLATION AND REFUND TERMS

13.1. Scope of the validity of the Ticket

FRANCE 2023 does not guarantee that the match for which the Ticket is sold will be held on the date, at the time and at the venue stated on the Ticket.

FRANCE 2023 and RWCL will be entitled to make changes to the time, the date, the duration or the venue of any match, or to any other detail of relevance to any Ticket, in case of unforeseen circumstances, such as force majeure, safety or security issues or decisions taken by any authorised person or by any authority that has jurisdiction to do so.

In case of such a change, FRANCE 2023, RWCL and any official agent involved will not be liable to the BUYER of the Tickets, or to any other person, for the costs, expenses or losses arising from this change, save as per the terms that are set out in the following paragraphs.

As soon as possible after the decision to delay, postpone, reschedule or cancel a match, all the information available will be uploaded to the Website and brought to the attention of the BUYER by any available means. Please note that it is also the HOLDER's responsibility to ascertain whether the match has been delayed, postponed, rescheduled or cancelled, whatever its date, time or place.

In accordance with the provisions of articles L. 332-15 and L. 332-16 of the French Sport Code, FRANCE 2023 will cancel any Ticket(s), and will expel a HOLDER from the stadium, where applicable, as soon as it is informed about a measure decreed by a government body or a court banning the HOLDER in question from entering any stadium.

If a BUYER, BENEFICIARY or a HOLDER commits a violation of these T&Cs or of the Stadium Rules and Regulations, or any fraud or attempted fraud that is detected in the stadium or at the security checkpoints, or any violation of the safety and security regulations that are applicable in sports venues, this will result in the cancellation of the Ticket and the expulsion of the HOLDER from the stadium, if FRANCE 2023 considers this appropriate.

13.2. Delay

In case of a delay (such as if the starting whistle is delayed for any reason whatsoever on the day of the match, whatever the duration of the delay, or the match's start time is deferred, whatever the new arrangements, but not the date), FRANCE 2023 and any official agent will not have any obligation to refund to the BUYER any part of the price of the Ticket(s), nor to pay the BUYER any compensation for the delay or for any consequences that this delay might have for the BUYER, the HOLDER and/or any third parties.

13.3. Interruption

In the event of a definitive interruption of the match after it has begun, FRANCE 2023 and any official agent will not have any obligation to refund to the BUYER any part of the price of the Ticket(s) nor to pay them any compensation for the subsequent deferral of the match or for any consequences that this might have for the BUYER, the HOLDER and/or any third parties.

13.4. Postponement

If a match is interrupted in accordance with the terms of article 13.3 or rescheduled for another date:

- a) if the match is postponed to a different date at the same venue as initially planned: the HOLDER of the Tickets may use the original Ticket(s) to watch the rescheduled match.
- b) if the match is postponed to a different date at another venue, the Ticket will be cancelled and refunded as soon as possible to the BUYER.

13.5. Matches played behind closed doors or with limited capacity

If a match is played behind closed doors or with a limited audience pursuant to a decision taken by FRANCE 2023 and RWCL, whatever the reason for this, the HOLDER's Ticket may be refunded provided that the BUYER requests this from the official agent within fifteen working days following the originally planned date of the match. The refund will be issued to the BUYER, within six months following the event.

13.6. Cancellation

If a match is cancelled outright, the HOLDER's Ticket will be refunded provided that the BUYER requests this from the official agent within forty-five working days following the originally scheduled date of the final Rugby World Cup 2023 match. In case of outright cancellation of Rugby World Cup 2023 as a whole, the Ticket will be refunded provided that the BUYER requests this within forty-five working days following the date on which the cancellation of Rugby World Cup 2023 was made public and brought to the BUYER's attention. The refund will be issued to the BUYER, , within six months following the event.

14. CLAIMS

Any claim regarding billing will only be considered if it is raised within forty-five working days following the scheduled date of the final match of the Tournament. The BUYER may contact the Customer

Service unit of FRANCE 2023 or of the official agent, where applicable, if they have any questions or issues.

If any provisions of these T&Cs are deemed inapplicable, for any reason, by a court or an authority that has jurisdiction, the other remaining provisions will remain fully in force, in accordance with the intention of the parties.

The French version of these T&Cs is the only authentic and authoritative version.

They are accessible at the following URL: <https://hospitality2023.rugbyworldcup.com/tickets-terms-and-conditions-for-official-hospitality/>

15. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

These T&Cs are governed by and interpreted in accordance with French law.

Any dispute in connection with the purchase or the use of a Ticket must be brought to the attention of the official agent involved by registered post.

In accordance with article L. 612-1 of the French Consumer Code, in case of a dispute, the BUYER may resort, free of charge, to the mediation service of AME Conso, which FRANCE 2023 is registered with, in a bid to reach an amicable settlement:

- via the Internet at the following URL: <https://www.mediationconso-ame.com/demande-de-mediation-ame.html>
- or by post: AME Conso, 11 place Dauphine, 75001 Paris, France.

Any dispute arising from the application or the interpretation of these T&Cs, and in general, any dispute in connection with the purchase or the use of the Tickets, must be brought before the French courts.