

## GENERAL TERMS AND CONDITIONS OF SALE

### ARTICLE 1 - PURPOSE

The purpose of these General Terms and Conditions of Sale (hereinafter "GTC") is to define the conditions under which a natural person or legal entity (hereinafter referred to as "the CUSTOMER") may order VIP package(s) (hereinafter the "VIP Package") including hospitality services and an access pass to a shared Box, a Private Box or VIP Seat (hereinafter collectively or individually referred to as "Access Pass") for events taking place at Stade de France. The CONSORTIUM reserves the right to amend these GTC at any time. The applicable GTC are those accepted by the CUSTOMER on the date of signing the purchase order.

### ARTICLE 2 - INVOICE

One invoice per event is issued to the CUSTOMER before each event ordered.

The invoice amount will be subject to VAT at the legal rate in force. The CONSORTIUM informs the CUSTOMER that it will send invoices electronically, which the CUSTOMER accepts. The CONSORTIUM will send the invoice to the CUSTOMER to the email address indicated in the purchase order.

### ARTICLE 3 - PAYMENT OF INVOICES - CANCELLATION OF THE ORDER

The CUSTOMER must pay the invoices on receipt, in any case before delivery of the Access Passes. Failing payment of the instalments on the due dates, the CUSTOMER will be denied access to the events.

All orders are firm and final. Consequently, in the event that the CUSTOMER cancels the order in whole or in part, the CUSTOMER shall remain liable to the CONSORTIUM for the full amount of the sums due in respect of the cancelled order.

The payment of invoices is due only on the expiry of the term, which will be considered as a formal notice. Late payment penalties are due for non-payment on the day following the payment date shown on the invoice, without the need for a reminder. These penalties shall be calculated based on the ECB rate plus 10 points, plus the payment of a fixed fee of 40 euros for the cost of recovery.

### ARTICLE 4 - TICKETING

Access to an event is only allowed to holders of tickets issued by the organiser of the event. The CONSORTIUM will purchase the Access Passes from the organiser on behalf of the CUSTOMER. To this end, the CUSTOMER instructs the CONSORTIUM to purchase on its behalf the number of tickets corresponding to its order and to pay the price to the organiser.

As part of ticketing management for VIP Packages, the CONSORTIUM acts in its name and on behalf of the organiser.

Only an order for a private Box (for its entire capacity) may generate the allocation of a corporate access badge (or accreditation) for the person in charge of reception in the said private Box, subject to the access conditions set by the event organiser.

### ARTICLE 5 - DELIVERIES

Access Passes are delivered, in paper or electronic format, between one and three weeks before the event, subject to payment. For orders placed less than a week before the event, physical Access Passes are available on site on the day of the event subject to payment by D-1.

In the event of loss or theft of an Access Pass, the CUSTOMER must report the loss/theft to a police station and alert the CONSORTIUM as soon as possible. The CONSORTIUM will request a duplicate from the event organiser, which reserves the right not to provide one. Any duplicate will render the original Access Pass unusable.

### ARTICLE 6 - USE OF SPACES

The CUSTOMER who has access to either a shared box, a private box or a lounge (jointly referred to as the "Spaces") shall not leave any personal or valuable items in the Spaces. The CONSORTIUM is hereby exempt of any liability in the event of theft or deterioration of such items that the CUSTOMER has left in the Spaces.

### ARTICLE 7 - SCHEDULING

The CONSORTIUM cannot be held responsible for any changes, closures to the public, or total and/or partial cancellations of an event.

The CUSTOMER acknowledges that they have been informed of this risk and waives in advance any action for termination hereof or award of damages for this reason.

### ARTICLE 8 - IMAGE OF THE STADIUM

The CUSTOMER undertakes to conduct itself in such a way as to avoid any denigration or damage to the reputation of the Stade de France and through the latter, the image of France in the World and of sport in France.

Any representation, reproduction and/or adaptation, in whole or in part, other than for private use, of the Stade de France, in whatever form or by whatever means, must be submitted to the CONSORTIUM ([contact@stade france.fr](mailto:contact@stade france.fr) (<mailto:contact@stade france.fr>)), prior to any commercial or non-commercial use.

The CUSTOMER shall indemnify and hold the CONSORTIUM harmless in this respect and undertakes in advance, at the CONSORTIUM's first request, to amend the elements that do not comply with the above requirements or, where applicable, to forward the said request to the beneficiaries of the relevant Access Passes.

### ARTICLE 9 - RESALE

Unless otherwise agreed by the Consortium, the Customer undertakes not to resell, in any form whatsoever, to third parties, all or part of the VIP Package(s), including the Access Passes, which are assigned to it. It also undertakes not to use these VIP Packages for promotional activities (contests, prize draws, etc.).

The Customer is responsible for giving the Access Passes to any beneficiary free of charge. The Customer must be able to promptly communicate to the Consortium the identity of the beneficiary or beneficiaries.

### ARTICLE 10 - TRANSFER

The CUSTOMER is strictly prohibited from transferring this agreement, in whole or in part, to a third party, whether for consideration or free of charge.

**ARTICLE 11 - RECEPTION**

Reception staff (hostess service) will be present to provide information and guidance to the CUSTOMERS and holders of Access Passes.

**ARTICLE 12 - BYLAWS**

The CUSTOMER undertakes to comply with the requirements of the Stadium's Bylaws and the Bylaws of the Spaces attached hereto and available on [www.stadefrance.com](http://www.stadefrance.com). The CUSTOMER is responsible for ensuring that all beneficiaries of the Access Passes he/she has ordered comply fully with these terms and conditions.

**ARTICLE 13 – INSURANCE / LIABILITY**

The CONSORTIUM has taken out a property insurance policy, on behalf of both the CONSORTIUM and the CUSTOMER, to cover the CONSORTIUM's real and personal property against fire, explosion, water damage and electrical risks that may occur during the occupation of the premises. The CONSORTIUM undertakes to waive any recourse against the CUSTOMER for risks covered by the insurance policy.

However, the CUSTOMER remains responsible for the security of its own property and that of its guests or customers, whether it has been deposited in the cloakroom or in a safe. The CONSORTIUM declines all liability in the event of loss, damage or theft concerning said property.

The CUSTOMER shall be fully liable for any bodily injury, material damage - including theft - immaterial, consecutive or otherwise, caused to third parties or to the movable or immovable property of others, including the CONSORTIUM, in connection with any property belonging to it or in its custody, or of any person benefiting from its Access Passes.

The CUSTOMER will be responsible for any damage caused by one of the beneficiaries of the Access Passes that it has ordered and in particular any deterioration of and damage to the Spaces.

In the event of damage to the CONSORTIUM's real and/or personal property, for which a responsible party is not formally designated, the CUSTOMER and the other occupants of the Spaces concerned shall be jointly and severally liable to the CONSORTIUM for all obligations resulting from the damage.

**ARTICLE 14 – CANCELLATION / POSTPONEMENT OF THE EVENT**

In the event of cancellation, interruption, postponement, closure to the public or modification of the programme, the refund for the Access Passes will be subject to the conditions of the event organiser.

Upon the announcement of the cancellation, suspension, event behind closed doors or postponement of an event for which the CUSTOMER has purchased Access Passes, the CUSTOMER agrees that the CONSORTIUM and/or the organiser, shall use, as far as possible, the contact details entered in the purchase order by the CUSTOMER to inform it of the reimbursement terms.

In the event of reimbursement, the CUSTOMER shall be reimbursed to the maximum amount of the VIP Package, excluding any ancillary costs or indemnities.

**ARTICLE 15 - TRANSFER OF PERSONAL DATA**

In the event that a company access badge (or accreditation) is granted to the CUSTOMER, for security reasons as part of access to Stade de France site, or in the event that the CUSTOMER's guests wish to collect their Access Passes on site on D-Day, the CUSTOMER may be required to transfer to the CONSORTIUM personal data of the person to whom it entrusts the reception in the Box or the Lounge (name, first name, date of birth, city and country of birth, address of personal residence, nationality, colour identity photo) so that the CONSORTIUM can edit its badge (or accreditation) or provide VIP host service providers with the personal information relating to the guests in possession of Access Passes. Where applicable, the CUSTOMER undertakes to carry out such transfer of data in accordance with the applicable regulations on the protection of personal data and in particular the European Regulation 2016/679 of 27 April 2016 (hereinafter "GDPR") and in accordance with the instructions of the CONSORTIUM. As such, and in accordance with Article 13 of the GDPR, the CUSTOMER must provide all data subjects with adequate information.

In the event that accreditation is granted for access to the Stade de France site, the personal data of the person in charge of welcoming the CUSTOMER in the Box or the Lounge may be entered and recorded on the electronic platform, STADACCRED, managed by the CONSORTIUM or on the platform of the organiser of the event when it manages accreditation. In addition, said personal data is transferred to the Prefecture of Seine-Saint-Denis for the purposes of administrative investigation.

Personal data transferred by the CUSTOMER hereby transferred to the CONSORTIUM shall be retained by the CONSORTIUM for 10 (ten) years from the date of collection.

The recipients of this personal data may be:

- The CONSORTIUM's internal services,
- The CONSORTIUM's service providers in charge of safety/security, reception and maintenance of the electronic collection platform,
- The Prefecture of Seine-Saint-Denis (under the aforementioned conditions),
- The organiser of the event.

In accordance with regulations on the protection of personal data, for any questions relating to the processing of personal data and for the exercise of their rights of access, rectification, portability and erasure of their personal data or limitation of processing, the data subject may contact the CONSORTIUM's Data Protection Officer, exercise their rights and object to the processing of data, at any time, by sending their request either by mail: CONSORTIUM Stade de France - DPO – Zac du Cornillon Nord – 93216 Saint Denis La Plaine Cedex, or by e-mail: [dpo@stadefrance.com](mailto:dpo@stadefrance.com) (<mailto:dpo@stadefrance.com>). The request must include at least the name, first name, e-mail address and postal address. Its applications will be processed within the one month renewable deadline. The data subject may lodge a complaint with the CNIL (<https://www.cnil.fr/fr/plaintes>): [www.cnil.fr](http://www.cnil.fr) (<http://www.cnil.fr>). The CUSTOMER undertakes to send to the CONSORTIUM, upon request, any copy proving that the data subjects have been properly informed of the data processing carried out by the CONSORTIUM.

**ARTICLE 16 - CANCELLATION**

In the event of a serious breach by one of the Parties of one of the provisions of this agreement and 15 days after formal notice by registered letter with acknowledgement of receipt has remained unheeded, the Party which considers itself aggrieved may declare the other Party in default and terminate the Agreement. The defaulting Party shall owe the other Party the consequences of its default.

In the event of termination or cancellation of the Stade de France concession agreement, the Licensor and/or any successor or substitute upon whom the continuation of the CONSORTIUM's activity may devolve may take over the CONSORTIUM's commitments entered into in the interest of the concession. If the Licensor and/or any successor or substitute does not take over this agreement, it shall be terminated ex officio, without the need for formal notice and without compensation. Notification of the termination of this agreement shall be made by registered letter with acknowledgement of receipt. The CONSORTIUM shall refund the CUSTOMER the sums paid by it in respect of the order of VIP Packages for the Events provided for in this Agreement but subsequent to the termination or cancellation of the concession agreement.

**ARTICLE 17 – APPLICABLE LAW / DISPUTES**

This agreement is governed by French law.

Any dispute relating to the interpretation, validity and/or performance of any of the provisions of this agreement shall be submitted to the competent French courts.

**ARTICLE 18 – ELECTRONIC SIGNATURE**

The CUSTOMER and CONSORTIUM expressly agree that any document signed electronically within the framework of the electronic signature platform used by the Parties:

- constitutes the original of the said document;
- constitutes written evidence within the meaning of Article 1365 of the French Civil Code;
- has the same probative value as a written document signed on paper in accordance with Article 1366 of the French Civil Code and may validly be invoked against each of the Parties and third parties;
- may be produced in court, as written evidence, in the event of disputes, including in disputes between the Parties.

Consequently, the CUSTOMER and CONSORTIUM acknowledge that any document signed electronically is evidence of the content of the said document, of the identity of the signatory and its consent to the factual and legal obligations and consequences arising from the document signed electronically.

**1. CONDITIONS**

The Space is deemed to be made available to the Customer in good condition. The Customer undertakes to leave the Spaces in good condition and return them after each event in the condition found upon their arrival, except for normal wear and tear.

**2. PARKING**

Parking spaces - the number of which is defined in the Purchase Order - will be allocated to the Customer in the car parks under the Stadium.

**3. ACCESS TO THE SPACE**

The Customer has private access (main entrance and specific reception hall reserved for users of the VIP Boxes and Seats). Considering the access regulations and the safety procedures of the Stade de France, any person not holding a ticket or access badge will be refused access to the Stadium on the day of the events.

**4. EXCLUSIVITY**

Due to the exclusivity granted to certain service providers of the Consortium, in particular the hostess agencies and caterers listed, the Customer may not use service providers other than those of the Stade de France.

**5. RECEPTION**

Reception staff (hostess service) will be present to provide information and guidance to guests.

**6. CATERER**

The Customer will be informed by the Consortium before each event of the name of the caterer and the menu chosen. Various types of beverage may be provided within the limit of reasonable consumption given the importance of the event and practices in the profession.

**7. REASONABLE USE OF THE SPACE**

The Customer undertakes to enjoy the premises provided to him in a reasonable manner. In this respect, any noisy demonstration as well as any activity which could disturb the progress of the events or which could harm the peace and quiet of its neighbours, are prohibited. The same applies to activities contrary to public order or morality.

**8. ADVERTISING/PROMOTIONAL OBJECTS**

No advertising other than that set up by the Consortium is permitted (blinds, posters, billboards, balloons, etc.), nor is the distribution of brochures, leaflets or any other advertising material permitted. The Customer shall therefore not affix inscriptions, plaques, panels or distinctive signs other than those installed by the Consortium.

Except by express prior agreement of the Consortium, the Customer undertakes to refrain from distributing advertising items referring to the Customer and notably advertising cushions and hats (caps, sun hats, visors, boaters, etc.) in the premises it occupies. However, the Consortium authorises the Customer to give free of charge to its guests, inside the Space, advertising products in the Customer's name, provided that these products are discreet and not visible from the outside.

**9. SALE OF PRODUCTS**

No sale of products by the Customer or its Guests is permitted.

**10. TRANSFORMATION / SPECIAL FITTINGS**

The Customer may not make any major changes to the premises made available to him without the prior written authorisation of the Consortium. If the Consortium gives its consent, improvements to the Space may only be carried out at the Customer's expense and under the sole responsibility of the latter in compliance with the access and security procedures in force at the Stade de France. Fitting out work will be carried out during periods indicated by the Consortium, which reserves the right to monitor the implementation of said work. At the end of the provision period, and in the absence of a different agreement between the Parties, the Customer undertakes to return the premises to their initial state, i.e. as they were before the Customer's intervention.

**11. REPAIR/UPKEEP**

The Customer undertakes to comply with and to ensure that all its employees and guests comply with the safety, order and police regulations and instructions in force in the space. In this respect, the Customer will be responsible for any damage, deterioration or wear and tear of the Space that is duly noted at the end of an event. In the absence of a response from the Customer within 15 days, the Consortium reserves the right to have such work carried out as a matter of urgency and shall re-invoice all costs to the Customer. The Customer hereby waives any recourse against the Consortium for non-corporeal injury of any nature whose occurrence is causally linked to the provision of the Spaces. The same applies to any inconvenience, damage, deterioration or accidental interruptions which may affect the supply of water, electricity, heating, alarms and other technical installations servicing the building. In addition, in the event of technical unavailability of a scheduled Space (particularly when work is being done), another equivalent space will be made available to the Customer.

**12. GENERAL SAFETY INSTRUCTIONS**

The Customer undertakes to comply with the general safety instructions applicable at Stade de France. It undertakes to comply with any changes or amendments made thereto. The Consortium and security personnel will have access to the Space at all times.

## 13. ALCOHOLIC BEVERAGES

As the consumption of alcoholic beverages in stadiums is prohibited, it is strictly forbidden for people in the Spaces to consume alcoholic beverages on the Stadium terraces and in public areas. Similarly, it is strictly forbidden for people in the Spaces to take bottles of alcoholic beverages out of the Spaces.

## 14. SMOKING BAN

In accordance with French Decree No. 2006-1386 of 15 November 2006 laying down the conditions for the prohibition of smoking in places assigned for public use, smoking is prohibited in any closed and covered space.

## 15. CUSTOMER'S LIABILITY

The Customer is responsible for the actions of its guests. In the event of a breach by the latter of the obligations contained in these regulations, the Consortium reserves the right to take action against the Customer.

## 16. THE CONSORTIUM'S LIABILITY

The Consortium is not responsible for personal belongings that may be left behind in the Spaces.