

COURCHEVEL MERIBEL 2023

General terms of sale - VIP services – FIS Alpine World Championships

1. PREAMBLE

On the occasion of the Alpine World Ski Championships Courchevel/Méribel 2023, hereinafter referred to as the Event, the Courchevel Méribel 2023 Organizing Committee (hereinafter referred to as the CM2023) offers to companies and/or communities (the Client), public relations services in a space (the Hospitality Area), not open to the public, in the framework of the Event. The Client wishes to acquire the services described in the commercial offer. To this end, the Courchevel Méribel 2023 Organizing Committee and the Client, hereinafter referred to as the Parties, have decided to enter into a contract for the provision of public relations services. The Contract is made up of these general terms and conditions of sale for public relations services (hereinafter the General Terms and Conditions) and the Commercial Offer, which form an indissociable whole.

2. ORDER

The Order shall constitute a firm and final order by the Customer. Any subsequent modification desired by the latter remains subject to the express, prior and written agreement of CM2023.

At the time of the order, the clients of the Pavilion, Club and Experience Racing services can insure themselves if they wish to withdraw. An insurance notice is available upon request from CM 2023.

3. ORDERING PROCEDURES

The Customer interested in the Services can proceed, directly, to the purchase on the present platform. The Customer places a firm and definitive order for the Services under the conditions and for the price indicated on the platform. In any case, the Organizing Committee Courchevel Méribel 2023 will consider the order as void in the following cases :

- Non-payment by the Client of all or part of the amounts to be paid at the time of the order,
- Non-production of all or part of the guarantees to be provided with the order as provided for in the purchase order, if applicable.

4. PRICES - BILLING TERMS - PAYMENT TERMS

Prices.

The prices stated on the platform are those in effect at the time the order is placed and are exclusive of taxes. Any additional service will be subject to additional billing payable upon receipt of invoice.

Invoicing.

The invoices are established all taxes included in euros.

5. DELIVERY OF SERVICES AND PLACES

Documents including access to the Event are delivered between one and three weeks before the Event subject to the validation of the payment. After the delivery of the tickets, CM2023 is not responsible for their loss or theft.

6. ACCESS TO HOSPITALITY AREAS

Only persons with a valid Ticket (including children) may access the Hospitality Spaces. Access to the Hospitality Spaces is prohibited to any person who is obviously intoxicated or under the influence of drugs or any other substance that alters the Customer's behavior.

7. OBLIGATIONS OF THE CLIENT

The client is obliged to respect and ensure that all guests respect the rules and regulations of security, order and police in force in the space where the service takes place.

The client is informed that no person may be admitted to this space without being duly provided with an admission ticket issued by CM2023.

Furthermore, CM2023 reserves the right to refuse access to the said area to any person whose dress or behavior is likely to interfere with the proper conduct of the service.

Customer expressly acknowledges and agrees that the purchase of hospitality services does not confer upon Customer (or any guest) any marketing or promotional rights regarding the Event.

Customer will not (and will ensure that each of its guests will not) represent itself as an official partner, or otherwise associate itself or its name with the Event.

Prior to, during or after the Event, Customer (and Customer's guests) will not use the hospitality (or any element thereof) for marketing or promotional purposes (such as, without limitation, using it as a prize in contests or as a prize in a sweepstakes for the general public) or conduct any marketing, advertising or promotional activities related to the Event.

The client (including its guests) shall have no right to use the official emblem, names and any official mascot(s) of the event.

8. RESPONSIBILITIES OF THE COURCHEVEL MÉRIBEL 2023 ORGANIZING COMMITTEE

The CM2023 declines all responsibility for any damaging events beyond its control that may occur during the event and/or the execution of the service.

In any case and in the event that, by impossibility, the responsibility of CM2023 would be engaged and retained, the evaluation of the damage would be contractually limited to the amount of the services paid by the client to CM2023.

The client waives and undertakes to have its insurers waive any direct or subrogated recourse against CM2023 and its insurers on the occasion of the events described above and a fortiori in case of force majeure.

9. CANCELLATION OF THE EVENT OR OTHER IMPOSSIBILITY FOR THE ORGANIZING COMMITTEE COURCHEVEL MÉRIBEL 2023 TO EXECUTE ITS OBLIGATIONS

The CM2023 will be released from any responsibility in case of failure or delay in the execution of its obligations resulting from events beyond its control, among others for reasons of fortuitous event or force majeure; will be considered as such without this constituting a limitative list, any exceptional weather or natural disaster, fires, any strike making impossible the holding of the event, the action of civil or military authorities, wars or acts of terrorism ; or any other cause beyond the control of the Courchevel Méribel 2023 Organizing Committee making it impossible to hold the event, or preventing the Courchevel Méribel 2023 Organizing Committee from carrying out its obligations.

The CM2023 reserves then the right to suspend or cancel the execution of its service without this opening the possibility to the customer to claim any compensation for this.

The client declares to be informed that he can take out an insurance policy with a solvent company covering the reimbursement of the totality of the sums due under the order.

In the event of a health crisis, the Parties undertake to comply with all measures or recommendations of a legal or regulatory nature applicable to the Health Crisis, or issued by a public authority or any Supervisory Authority or provided for by the prevention plan that may be applicable in its latest version.

10. POSTPONEMENT

In the event that the date of the sporting event for which the services are provided is modified beyond the control of CM2023 after the order has been placed, the client will be invited to attend the event on the date postponed by the organizers.

11. IMAGE RIGHTS

The Client authorizes the Courchevel Méribel 2023 Organizing Committee to use the images on which its employees, employees and guests could appear, captured by any means (photographs, films, etc.) on the occasion of the Event, on all supports (without limitation of quantity) and by all media, and this on a transferable basis, in the whole world and for all the duration of the protection of the related rights, for the purpose of promotion and/or representation of the Event.

12. PERSONAL DATA

The Courchevel Méribel 2023 Organizing Committee undertakes to process and keep all personal information provided in compliance with the provisions of the French law n°78-17 of January 6, 1978 "informatique et libertés", modified by the law n°2018-493 of June 20, 2019, as well as the European regulation on data protection n°2016/679 (hereinafter 'RGPD'), and this solely for the organization and management of the Event and to keep The Customer informed of the news of the Event and to make him/her benefit in priority from goods and services related to their activities. The Customer is informed that he/she has a right of access, rectification, limitation to portability and deletion with regard to this information in accordance with the aforementioned law n°78-17 of 6 January 1978 and the RGPD. Any person whose personal data is collected also has the right to object, on legitimate grounds, to the processing of his or her data, as well as the right to define the fate of his or her data after his or her death. These rights can be exercised at any time by sending a request by mail to the following address Courchevel Méribel 2023 Organizing Committee - 265 Rue des Tremplins Olympiques - L'alpinium - 73 120 Courchevel.

The Courchevel Méribel 2023 Organizing Committee commits itself to process the request within one month from its reception.

If the Client considers, after having contacted the Courchevel Méribel 2023 Organizing Committee, that the " data processing and liberties " rights are not respected, he can send a complaint to the CNIL.

13. CLAIMS

No complaint concerning the service will be accepted more than 48 hours after its completion, it being understood that it must be addressed to CM2023 by registered letter.

Any dispute concerning the invoicing can only be taken into account within eight days following the date of the invoice.

In case of disagreement on a part of the amount of the invoice, the client undertakes in any case to pay without delay the undisputed amount of the invoice.

14. APPLICABLE LAWS AND DISPUTES

This contract shall be interpreted in accordance with the French law that governs it.

Any dispute arising from the application and interpretation of this contract shall be settled exclusively by the French courts and in this context by the territorially competent jurisdictions. However, at its exclusive discretion, CM2023 may refer the matter to the competent courts of the customer's country for any emergency or protective measure and for any action for payment of the price and related protective measures.