

General Terms & Conditions of Sale

Events – Ticket sales

Updated March 1, 2024

The seller is the company QUADRIGAT whose commercial name is FORMULE MAGIQUE, a simplified joint stock company whose head office is located at 38 avenue de l'Hippodrome, 14000 CAEN - FRANCE, registered in the Trade and Companies Register under number 422 061 432.

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Hereinafter referred to as « **FORMULE MAGIQUE – QUADRIGAT** »

1. SCOPE OF APPLICATION

1.1 These general terms and conditions of sale apply, to the exclusion of any other provisions, to any individual registration of a participant (the "Participant") for a congress, seminar, or trade show (an "Event") organized by FORMULE MAGIQUE – QUADRIGAT, whether in person or remotely.

1.2 The general terms and conditions of sale can be consulted on the dedicated Event website (hereinafter the "Site").

1.3 Registering for the Event implies an unconditional acceptance of these general terms and conditions of sale in their entirety.

1.4 FORMULE MAGIQUE - QUADRIGAT reserves the right to modify the terms of these conditions. Only the general terms and conditions of sale in force on the day of registration will apply to the relevant registration.

1.5 Information related to the Event (date and times, location or access link, program, etc.) is provided on the Site, and the Participant attests to having duly reviewed and understood this information before registering.

1.6 FORMULE MAGIQUE – QUADRIGAT reserves the right to establish specific conditions for the Event, which must be accepted under the same conditions as those outlined here..

1.7 Exclusions These general terms and conditions of sale do not apply to (i) events organized by third parties, including cases where such third parties have engaged the services of FORMULE MAGIQUE – QUADRIGAT for organization, nor (ii) to the contractual relationship between FORMULE MAGIQUE – QUADRIGAT and its commercial partners sponsoring the Event, participating, or conducting workshops at the Event.

2. REGISTRATION - CONTRACT

2.1. Registration for the Event must be completed by filling out the form directly online on the Event's website (hereinafter the "Site"). Creating an account with FORMULE MAGIQUE – QUADRIGAT on the Event's Site is necessary to place an order. For any questions before placing an order, Participants can contact FORMULE MAGIQUE – QUADRIGAT using the contact details

provided in the header or the email address available on the Event's Site.

2.2. The number of seats at an Event may be limited. In case of pending payment (or saved cart), seat availability on the day of payment is not guaranteed, and priority will be given to individuals who have completed payment, in order of payment date.

2.3. Full payment of registration fees must be made at the time of registration, directly to FORMULE MAGIQUE - QUADRIGAT via credit card through a module generated by the STRIPE payment platform or by bank transfer. Any registration with an incomplete file and/or not accompanied by payment as specified in the "Rates - Payment" section below will not be considered.

2.4. Once the registration is received by FORMULE MAGIQUE - QUADRIGAT and payment is made, FORMULE MAGIQUE - QUADRIGAT will send the Participant a summary confirming their order and registration for the Event. If FORMULE MAGIQUE - QUADRIGAT is unable to accommodate the Participant's registration request (due to late submission or availability issues), FORMULE MAGIQUE - QUADRIGAT will notify the Participant and refund the registration fee within 7 days via bank transfer.

2.5. The contract is considered definitively concluded upon the dispatch of the Participant's order confirmation by FORMULE MAGIQUE - QUADRIGAT, subject to proper payment processing and confirmation of the Participant's registration.

3. RATES & PAYMENT

3.1. The rates are per Participant, including all taxes (TTC), which means excluding tax (HT) plus a 21% VAT on the HT price. The applicable rates are those in effect at the time of registration (rates listed on the Event's Site at the time of registration). They include all services described on the Site, corresponding to the respective rate.

3.2. Payment due at the time of registration must be made by credit card online on the Event's Site or by bank transfer. The accepted credit cards for payment are those from the CARTE BLEUE/VISA and MASTERCARD networks. FORMULE MAGIQUE - QUADRIGAT may request additional information from the Participant via email or phone regarding the identity of the buyer and the cardholder. The payment system used by FORMULE MAGIQUE - QUADRIGAT is entrusted to a specialized provider for securing online payments, compliant with the data security standard of the payment card industry (STRIPE). Only one payment method is allowed per registration. In the case of credit card payment, the Participant attests that they are the legal holder of the card to be debited and/or legally entitled to use it.

3.3. Once paid, the price can only be refunded in cases provided for exercising the right of withdrawal and in accordance with the cancellation conditions specified herein.

4. RIGHT OF WITHDRAWAL

4.1. The Participant is expressly informed that the right

of withdrawal does not apply to the order of tickets for participation in the Event, the price of which has been collected by FORMULE MAGIQUE – QUADRIGAT when the date of this Event is determined, in accordance with Article L 221-28, 12° of the Consumer Code, which states that “The right of withdrawal cannot be exercised for contracts [...] For services of accommodation, other than residential accommodation, for the transport of goods, for car rentals, for catering or for leisure activities which must be provided on a specific date or during a specific period.” This right does not apply to the provision of services fully performed before the end of the withdrawal period and whose performance began after the express prior agreement of the consumer and express waiver of his right of withdrawal.

4.2. The Participant is expressly informed that professionals do not have a right of withdrawal, except in the specific case of off-premises sales provided for by the Consumer Code

4.3. When the Participant has a right of withdrawal, they can exercise it within a period of **14 calendar days**, starting from the order confirmation, without having to provide a reason, by notifying FORMULE MAGIQUE - QUADRIGAT through an unambiguous and dated declaration. If the deadline falls on a Saturday, Sunday, or public holiday, it is extended until the end of the last hour of the first working day following. The registration fee will then be refunded to them, if it had been collected, within a maximum period of 14 days following the exercise of their right, using the same means of payment as used for the initial transaction, unless the Client accepts a different method.

4.4. The Participant can use the standard form attached at the end of these general terms and conditions of sale by completing it and sending it by registered letter with acknowledgment of receipt to the following address: FORMULE MAGIQUE - QUADRIGAT, 38 avenue de l’Hippodrome, 14000 CAEN.

5. PARTICIPANT’S OBLIGATIONS

The registration with FORMULE MAGIQUE - QUADRIGAT implies acceptance of the following conditions:

- Any seat assigned to a Participant for an Event is strictly personal and non-transferable; it must not be lent or resold to a third party. When the Event is digital, the Participant’s access rights to the online conference are personal, confidential, and non-transferable.
 - Each registration is valid only for the specific Event mentioned and cannot be accepted for another Event.
 - The Participant will be issued an access badge upon receipt of payment or upon arrival at the Event site. The access badge is personalized, non-transferable, and must be worn throughout the duration of the Event. When the Event is digital, the Participant will be granted access rights to the online conference.
 - The organizer reserves the right to perform an identity check during the Event to ensure that it corresponds to the badge holder’s identity.
- Except with the prior written agreement of FORMULE

MAGIQUE – QUADRIGAT, it is not possible to alternate between two people for attendance at an Event with a single ticket purchased for the specific Event, including for employees or associates of the same company.

By express agreement, FORMULE MAGIQUE – QUADRIGAT reserves the right to refuse a Client from bringing their children, especially young children, and/or pets. Any request for accompaniment that is justified by compelling reasons must, in any case, be submitted in writing to FORMULE MAGIQUE – QUADRIGAT at least 15 days before the event so that it can consider the request and, if necessary, offer the accompanying person an exceptional seat if sales are closed, it being understood that FORMULE MAGIQUE – QUADRIGAT always reserves the right to refuse an accompanying person. This refusal cannot be considered a valid reason for cancellation and refund. By purchasing a ticket for an Event, the Participant commits and generally refrains from any illicit or fraudulent behavior related to this Event. Specifically, without this list being exhaustive and without prejudice to any damages or compensation to which FORMULE MAGIQUE – QUADRIGAT may claim, any Participant undertakes not to:

- Engage in any threatening, violent, racist, or abusive behavior;
 - Attend the Event with the ostentatious purpose of promoting one’s own products or services, or the products and services of a third party, to other participants at the Event without prior notification to FORMULE MAGIQUE – QUADRIGAT, with the understanding that FORMULE MAGIQUE – QUADRIGAT subjects sponsorships and partnerships to separate contractual conditions;
 - Go on stage during a presentation, unless invited;
 - Damage the technical equipment of the Event or otherwise harm it;
 - Attend the Event under the influence of alcohol and/or drugs, or bring such substances on one’s person or offer them to other participants;
 - Behave indecently at the Event and/or do anything that may offend the sensibilities of other participants.
- In general, it is prohibited to disrupt the smooth running of an Event through one’s behavior, statements, or attire, and to compromise the safety of participants, the public, staff, or service providers within the Event premises.
- FORMULE MAGIQUE – QUADRIGAT reserves the right to ask any Client who fails to meet their obligations to leave the Event without the possibility of a refund.

6. MODIFICATIONS – CANCELLATIONS

6.1. In cases where the aforementioned withdrawal period does not apply or has expired, no refunds will be accepted.

6.2. In the exceptional event of closure or non-opening (cancellation of the event) due to force majeure or prefectural obligation:

- If the event is rescheduled: registration transfer.
- If the event is completely canceled: 100% refund of the amount paid. If the conditions for reimbursement

are met, FORMULE MAGIQUE - QUADRIGAT will refund the amount due via bank transfer.

6.3. In case of necessity, especially if a speaker is absent, FORMULE MAGIQUE - QUADRIGAT reserves the right to modify the program of the Event.

6.4. If FORMULE MAGIQUE - QUADRIGAT is compelled to cancel the Event, it undertakes to inform the Participants as soon as possible.

6.5. The responsibility of FORMULE MAGIQUE - QUADRIGAT cannot be sought if the Event is delayed or canceled due to a case of force majeure or a fortuitous event, which includes any administrative or prefectural ban on holding the Event.

6.6. FORMULE MAGIQUE - QUADRIGAT reserves the possibility of transforming a planned in-person Event by holding the same Event in a digital format, either wholly or partially.

7. INTELLECTUAL PROPERTY

7.1. The contributions of speakers, documents disseminated, or provided during the Event are covered by copyright under Articles L 111-1 and following of the Intellectual Property Code. According to Article L 122-4 of the Intellectual Property Code, "any total or partial representation or reproduction made without the consent of the author or their rights holders is unlawful." Article L 122-5 of this code only authorizes "copies or reproductions strictly reserved for the private use of the copier and not intended for collective use" and "analyses and short quotations," "provided that the author's name and source are clearly indicated." Any unauthorized representation or reproduction, by any means whatsoever, that does not comply with current legislation would constitute an infringement punishable under Articles L 335-2 and L 335-3 of the Intellectual Property Code. The Participant's responsibility would be engaged if unauthorized use were made of the contributions, documents disseminated, or provided during the Event.

7.2. It is formally and strictly prohibited to make available to the public and/or to broadcast, live and/or in deferred, in whole or in part, whether free of charge or for a fee, any sound recording and/or any moving image captured by any means within the Event or any document transmitted in the context of the Event, regardless of the modes of capture and dissemination (Internet, radio, television, mobile phones, data storage accessories, or any other current and/or future media), without the prior and express authorization of FORMULE MAGIQUE - QUADRIGAT.

8. IMAGE CAPTURE - IMAGE RIGHTS

8.1. The Participant is informed that FORMULE MAGIQUE - QUADRIGAT may carry out photography and/or filming during the Event, including screen captures of participants who have activated their cameras during video conferences. Unless expressly stated otherwise, the Participant authorizes FORMULE MAGIQUE - QUADRIGAT to photograph or film them during the Event and to broadcast and reproduce these images on all media, as part of communication related to the Event.

8.2. The acceptance of these conditions by the Participant constitutes, in the absence of any contrary written information transmitted to FORMULE MAGIQUE - QUADRIGAT at least five days before the start of the Event, authorization for the capture, reproduction, and representation of photographs and videos in the event of shooting during an Event. Consequently, the Participant authorizes FORMULE MAGIQUE - QUADRIGAT to broadcast the images taken during this Event. These images may be exploited and used directly in all forms and media (Internet, radio, television, mobile phones, data storage accessories, or any other current and/or future media) without any time limitation for the promotion of FORMULE MAGIQUE - QUADRIGAT's activities.

8.3. This authorization for capture and broadcasting also applies to images taken by FORMULE MAGIQUE - QUADRIGAT's partners present at the Event or those transmitted to them by FORMULE MAGIQUE - QUADRIGAT as part of the partnership.

8.4. The Participant acknowledges that they are fully aware of their image rights and will not be entitled to any remuneration for the exploitation of the aforementioned image rights, which they expressly accept. The transfer of rights is granted for a duration of 70 years after the Event.

8.5. Participants who do not wish to relinquish their image rights should position themselves at the back of the room to avoid being inadvertently photographed or filmed and should refrain from participating in any filming or shooting during the Event. In the case of a digital event, Participants can deactivate their cameras.

9. CONFIDENTIALITY - INFORMATION TECHNOLOGY AND CIVIL LIBERTIES

The information collected during registration (which includes personal data) is subject to computer processing. The processing of personal data implemented has the following legal bases:

- Legitimate interest pursued by FORMULE MAGIQUE - QUADRIGAT for the following purposes:
 - Organization, registration, and invitation to FORMULE MAGIQUE - QUADRIGAT events;
 - Management of the relationship with Participants (including sending documents related to registration and, if necessary, contacting them in case of Event modifications, refunds in case of withdrawal or cancellation);
 - Recruitment of new members.
- Execution of pre-contractual measures or the contract when implementing processing with the following purposes:
 - Management of Participants' orders;
 - Debt collection.
- Compliance with legal and regulatory obligations when implementing a processing operation for the purpose of:
 - Billing;
 - Accounting.

retains data only for the duration necessary for the operations for which they were collected, in accordance with current regulations. In this regard, Participant data

is kept for the duration of contractual relations, extended by 3 years for animation and prospecting purposes, without prejudice to conservation obligations or prescription periods. Regarding accounting matters, the data is retained for 10 years from the closing of the accounting period.

The data of prospects is retained for a period of 3 years if no participation or registration in FORMULE MAGIQUE - QUADRIGAT events has occurred. The processed data is intended for authorized personnel of FORMULE MAGIQUE - QUADRIGAT, as well as its service providers (providers for online payments and external data hosting), with no data transfer to a third country outside the European Union. All these entities have certified that they comply with the requirements of the General Data Protection Regulation (GDPR), which came into effect on May 25, 2018.

Participants are informed and accept that the Site and the Event access platform may include technical devices that allow tracking of usage (connected user account, IP address, types of applications used, various connection and usage logs related to the User account). These measures may be used in the context of anti-counterfeiting efforts and/or to identify and prevent any illicit or non-compliant use of the Site or Event access rights.

FORMULE MAGIQUE - QUADRIGAT ensures that the collected data remains confidential. However, by presenting their badge to a reader, participants accept that their personal data (name, first name, company, position, email address, direct phone number) may be directly transmitted to the exhibitor for the purpose of sending commercial offers. If the Client does not wish to transmit their data at a booth, it is their responsibility not to present their badge in front of the exhibitor's reader. Data collected from badge readers will also be processed by FORMULE MAGIQUE - QUADRIGAT for statistical purposes and analysis of booth attendance and visitor interaction. In accordance with the provisions of the Data Protection Act and the GDPR, individuals have the right to access their personal data, rectify it, inquire about it, limit its processing, and request its portability or erasure. The individuals affected by these processes also have the right to object at any time, based on their specific situation, to the processing of personal data carried out under the legitimate interest of FORMULE MAGIQUE - QUADRIGAT, as well as the right to object to commercial prospecting. They also have the right to define general and specific guidelines regarding how they want these rights to be exercised after their death. These requests can be made via email to the following address: contact@formulemagique.com, or by postal mail to the following address: FORMULE MAGIQUE - QUADRIGAT, 38 avenue de l'Hippodrome, 14000 CAEN, accompanied by a copy of a signed identity document. Individuals affected by these processes also have the right to file a complaint with the CNIL (French Data Protection Authority).

10. LIABILITY LIMITATION

10.1. Statements made by speakers and/or sponsors and business partners during the Event are solely their responsibility. It is the Participants' responsibility to verify the relevance of opinions/recommendations expressed by the speakers. FORMULE MAGIQUE - QUADRIGAT will not be directly or indirectly liable for any damages or losses caused by or related to the information disseminated or presentations made during the Event.

10.2. FORMULE MAGIQUE - QUADRIGAT disclaims any responsibility for any potential delay or inability to transmit order confirmations and/or information related to the Event due to an incorrect or incomplete email address provided by the Participant at the time of ordering or subsequently.

10.3. The Site may undergo maintenance operations, and FORMULE MAGIQUE - QUADRIGAT reserves the right to interrupt, temporarily suspend, or modify access to all or part of the Site without prior notice for maintenance purposes (including updates) or for any other reason, without such interruption giving rise to any obligation or compensation. FORMULE MAGIQUE - QUADRIGAT makes every reasonable effort to ensure continuous and quality access to the Site and the Event when it is digital, but it cannot be held responsible for any network or server malfunctions or any other events beyond its reasonable control that would prevent access to the Site or the Event.

- 1.. Participants can access partner or third-party websites through hyperlinks on the Site or within the context of an Event. These sites are designed and managed under the responsibility of third parties and are not subject to these general terms and conditions. Participants are therefore encouraged to review the contractual terms of use or sale, as well as the privacy policies or any other legal information provided by the third parties. FORMULE MAGIQUE - QUADRIGAT exercises no control over these external sites.
- 2.. egarding Participants who qualify as professionals, FORMULE MAGIQUE - QUADRIGAT's liability cap is always limited, in the event of payment of damages or compensation of any kind, to the price of the ticket purchased by the Participant, regardless of the damage claimed against FORMULE MAGIQUE - QUADRIGAT in connection with the Event.

11. MISCELLANEOUS

11.1. These terms are governed by French law.

11.2. These general terms and conditions of sale cancel and replace all previous general terms and conditions dated prior to this version.

- 1.. In the event that any provision of these terms is deemed null and void under a legal or regulatory provision, whether present or future, or by a legally binding decision from a competent court or authority, that provision shall be considered unwritten, while all other provisions of the general terms shall remain binding between the Parties.
- 2.. In case of difficulties in the application of this contract, Participants who qualify as consumers have the option, before any legal action, to seek recourse through a consumer mediator identifiable on the website <https://www.economie.gouv.fr/mediation-conso>. The

mediator will attempt, independently and impartially, to reconcile the parties in order to reach an amicable solution. The parties remain free to accept or refuse mediation, and in the event of mediation, to accept or reject the solution proposed by the mediator.

Any European consumer can also use the Online Dispute Resolution (ODR) Platform accessible at the following URL:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.

Formulaire type de rétractation

A FORMULE MAGIQUE - QUADRIGAT 38 avenue de l'Hippodrome, 14000 CAEN.

Je/Nous vous notifie/notifions par la présente ma/notre rétractation du contrat portant sur la vente du bien ci-dessous :

Objet commandé le[date de la commande à compléter par le Participant] reçu le

[date de réception du produit à compléter par le Participant]

référence de la commande : commande n°.....[référence à compléter par le Participant]

nom du produit[nom du produit à compléter par le Participant]

Nom du/des consommateur(s) : [nom à compléter]

Adresse du/des consommateur(s):[adresse à compléter].

Date :

Signature du/des* consommateurs(s) – uniquement en cas d'envoi du présent formulaire par voie postale :