

GENERAL TERMS OF SALE

ARTICLE 1 - SCOPE OF APPLICATION

These General Terms of Sale apply, without restrictions or reservations, to all purchases of concert tickets (hereinafter the "Ticket" or "Tickets") sold by the company CERCLE (hereinafter the "Organizer") to consumers and non-professional customers (hereinafter the "Customer" or "Customers") via its website <http://www.facebook.com/cerclemusic>.

The purchase of Tickets is carried out through our online ticketing platform partner (hereinafter the "Website"), which is normally the Weezevent platform, <https://weezevent.com/fr/>. On an exceptional basis, the Organizer may also use other online ticketing platforms. The Organizer will inform Customers of the ticketing platform used on the dedicated Facebook page for the concert.

The main characteristics of the Tickets are presented on the Organizer's website and on the Website.

The Customer is required to familiarize himself with these characteristics before placing any orders. The choice and purchase of a Ticket is the Customer's sole responsibility.

These terms and conditions apply to the exclusion of all other terms and conditions, including those applicable to other Ticket marketing channels.

They may be supplemented by special terms and conditions, specified on the Website, before any transaction with the Customer.

These General Terms of Sale are accessible at any time on the Website and shall prevail over any other version or any other conflicting document.

Unless proven otherwise, the data recorded in the Organizer's computer system shall constitute proof of all transactions carried out with the Customer.

In accordance with the Information Processing and Freedoms Act of 6 January 1978, reinforced and supplemented by the GDPR (General Data Protection Regulation), which entered into force on 25 May 2018, the Customer has the right, at any time, to access, rectify, oppose, delete or remove the data concerning him by sending a written request by letter, accompanied by proof of identity, to:
Société CERCLE, 33 rue Mathurin Régnier, 75015 Paris, France.

The Customer acknowledges that he has read and accepts these General Terms of Sale by ticking the box provided for this purpose before launching the online order procedure, as well as the general terms of use of the Website.

Validation of the Ticket order by the Customer shall be understood as acceptance without restrictions or reservations of these General Terms of Sale.

The Customer acknowledges that he has the legal capacity to contract and to acquire the Tickets sold by the Organizer via the Website.

As these General Terms of Sale are subject to modification, the version applicable to the Customer's purchase shall be that in force on the Website on the date on which the order was placed. Modifications of these General Terms of Sale shall become enforceable against users of the Website as soon as they are put online, and shall not apply to transactions that have already been concluded.

ARTICLE 2 - ORDERS

The Customer shall select the Ticket(s) he wishes to order on the Organizer's website.

The contractual information shall be presented in French and shall be confirmed no later than the time of validation of the order by the Customer.

Orders placed on the online ticketing platform used by the Organizer shall be registered once the Customer accepts these General Terms of Sale by ticking the box provided for this purpose and validates the order.

The Customer may verify the details of his order and the total price, and correct any errors, before confirming his acceptance (article 1127-2 of the French Civil Code). This validation implies acceptance of all of these General Terms of Sale and constitutes proof of the sales contract.

The sale of the Tickets shall only be considered final once the Customer is sent an email confirmation of the Organizer's acceptance of the order, and the Organizer has collected the total price.

Any order placed via the Website shall constitute a contract concluded remotely between the Customer and the Organizer.

Once an order has been confirmed and accepted by the Organizer, under the conditions specified above, it can no longer be modified.

The Customer must personalize the Ticket (i.e. give the full name of the person attending the concert) up to 2 hours before the event.

ARTICLE 3 - PRICING

The Tickets sold by the Organizer are offered according to the pricing schedule in force on the date of confirmation of the latter's acceptance of the order, as communicated to the Customer prior to the placement of the order.

Prices may be given in Euros, in Dollars or in local currency, including or excluding taxes, if VAT or an equivalent tax is applicable.

They do not include processing or shipping fees, which are billed separately, according to the conditions indicated on the online ticketing platform used by the Organizer and calculated prior to the placement of the order.

The amount billed to the Customer shall correspond to the total price of the purchase, including these fees.

An invoice shall be drawn up by the Organizer and submitted to the Customer when the Tickets ordered are made available.

ARTICLE 4 - PAYMENT TERMS

The price is payable in full, on the date of placement of the order by the Customer, according to the terms specified in article 2 "Orders" above, through a secure payment channel including the following:

- by bank card: Bank Card, Visa, MasterCard, American Express, other bank cards,
- by PayPal,
- by electronic wallet,
- by Apple Pay.

Payment is final.

The Organizer shall not be obligated to provide the Tickets ordered to the Customer if the price has not first been paid in full according to the terms specified above. Payments made by the Customer shall only be considered final once the amounts owed have been collected by the Organizer.

ARTICLE 5 - MODIFICATION / INTERRUPTION / CANCELLATION / POSTPONEMENT OF THE CONCERT AND REFUND

The Organizer reserves the right to modify the date and/or location of the concert if it becomes impossible to put on the performance as planned. In that event, Customers will be informed of the changes by the Organizer.

If the concert must be interrupted for less than half of its duration, the Ticket will not be refunded.

If a concert is cancelled for any reason, including due to a force majeure event as defined in article 10 herein, the concert will be postponed to a later date if possible.

If it is not possible to postpone the concert, the Organizer undertakes to refund the full purchase price of the Ticket, excluding the processing and shipping fees, within a maximum of two months upon the interested party's request, provided that this request is made within the two months following the date of the concert, upon presentation of a valid Ticket and the appropriate bank details, excluding any other right to damages or compensation.

The Organizer reserves the right to refuse access to Ticket holders arriving outside the entry times indicated.

The Organizer is entitled to cancel the Ticket(s) sold at any time and/or to refuse access with no right to a refund or compensation in the event of:

- loss or theft of the Ticket;
- illegal (re)sale;
- fraud;
- presentation of a non-personalized Ticket (i.e. without a full name) or of a personalized ticket by a person whose identity does not correspond to the names on the ticket;
- or if entry constitutes a risk to public order or safety, at the Organizer's discretion.

ARTICLE 6 - RIGHT OF WITHDRAWAL

Given the nature of the services provided, orders placed by the Customer are not subject to a right of withdrawal.

The agreement entered into is therefore final once the order has been placed by the Customer according to the terms specified in these General Terms of Sale.

ARTICLE 7 - ORGANIZER LIABILITY

The Organizer shall not be held liable for damages resulting from death, injury, accidents, loss, damage or theft, except in the event that it commits wilful misconduct.

In no event may the Organizer be held liable for Tickets lost by Customers, for any reason, provided the Organizer cannot be reasonably held responsible for the loss. Once the Ticket has been provided to the Customer, the latter shall assume the risks of loss, theft and misuse.

ARTICLE 8 - IMAGE RIGHTS AND PERSONAL DATA PROTECTION

The Organizer reserves the right to take photographs and videos of the concert. The Customer agrees to be filmed and photographed. He hereby agrees to the use of his image in the context of the sharing or reproduction of a photograph or video on the Organizer's Facebook page or on any other distribution medium or channel.

In addition, pursuant to Law no. 78-17 of 6 January 1978, amended by Law no. 2018-493 of 20 June 2018, it is reminded that the personal data the Customer is asked to share is necessary, among other things, for the processing of his order and the preparation of invoices.

This data may be shared with partners of the Organizer tasked with execution, processing, management and payment collection for the orders.

The processing of the information shared via the Website meets the legal personal data protection requirements, and the information system used ensures this data is optimally protected.

In accordance with the French and European regulations in force, the Customer has a permanent right of access, modification, rectification, objection, portability and restriction of processing pertaining to his personal data.

This right may be exercised according to the terms defined on the Website.

ARTICLE 9 - INTELLECTUAL PROPERTY

The content of the website of the company CERCLE is the property of the Organizer and its partners and is protected by French and international intellectual property laws.

The full or partial reproduction of this content is strictly prohibited and may constitute intellectual property infringement.

ARTICLE 10 – FORCE MAJEURE

The Organizer shall not be held responsible for failures to fulfil its obligations, as described herein, that are the result of a force majeure event, as defined in article 1218 of the French Civil Code.

The following events also constitute force majeure events for the purposes hereof:

- weather conditions (such as rain, wind, or hail) that prevent the concert from taking place outdoors, if applicable;
- inclement weather such as rainstorms, thunderstorms, typhoons, hurricanes, flooding, heatwaves or extreme heat;
- the illness or injury of a singer, musician or DJ for any reason;
- strikes;
- epidemics;
- health crises;
- terrorist threats or attacks;
- war;
- measures taken by the public authorities that result in the cancellation or interruption of the concert.

ARTICLE 11 - APPLICABLE LAW - LANGUAGE

These General Terms of Sale and the resulting transactions are governed by French law.

The services provided via the Organizer's website comply with the regulations in force in France. The Organizer shall not be held liable for failure to comply with the laws of the country in which the services

are rendered, which it is the Customer's responsibility to verify, as he is solely responsible for selecting the services requested.

These General Terms of Sale are written in French. If they are translated into one or multiple languages, only the French version shall be considered authentic in the event of a dispute.

ARTICLE 12 - DISPUTES

All disputes that may arise from the purchasing and sales transactions concluded pursuant to these General Terms of Sale, whether concerning their validity, interpretation, execution, termination, consequences or results, and which cannot be resolved between the Organizer and the Customer, shall be submitted to the competent courts in accordance with ordinary law.

The Customer is informed that he may, in any event, resort to conventional mediation, in particular via the Consumer Mediation Commission (C. consom. art. L 612-1) or the existing sectorial mediation tribunals, or any alternative dispute resolution method (such as conciliation) in the event of a disagreement.

ARTICLE 13 - PRECONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges that he was informed, prior to the placement of his order and the conclusion of the agreement, in a legible, understandable form, of these General Terms of Sale and of all information listed in article L. 221-5 of the Consumer Code.

For an individual or a legal entity, ordering via the Website entails full acceptance of these General Terms of Sale and of the obligation to pay the price for the Tickets ordered. The Customer expressly acknowledges this and shall refrain from invoking any contradictory document, which shall be unenforceable against the Organizer.