

GENERAL TERMS AND CONDITIONS OF SALE

PURCHASING TICKETS ONLINE AND AT TICKET OFFICES AT THE PALAIS DES FESTIVALS

PREAMBLE

These terms and conditions of sale are automatically applicable without restriction to all orders placed for the purchase of ticket(s) for event(s) on the SEMEC electronic ticket office website operated by the Palais des Festivals et des Congrès de Cannes, *La Croisette CS 30051 - 06414 Cannes cedex* and at the physical ticket offices at the Palais des Festivals.

They are subject to change without notice. The purchase of tickets for events by a buyer implies acceptance of these terms and conditions of sale without reserve.

Any person purchasing a ticket or any other product is invited to carefully read the general terms and conditions of sale which set forth the contractual relations existing between the buyer and the SEMEC, as well as the terms and conditions applicable when purchasing tickets online.

These terms and conditions of sale are drafted in French. In the event of these being translated in whole or in part, only the French version will prevail.

Order confirmations received from this Website will represent signature of a legally binding agreement. This implies unreserved acceptance by the client of the terms and conditions of sale in full, which the client acknowledges to have previously read before confirming any purchase. The client accepts all provisions concerning security as well as additional rules and regulations concerning access to the venue or any other event location.

The client is aware that in the event of failure to respect these rules, s/he will be refused access to the venue without any entitlement to compensation.

The terms and conditions applicable are those in force on the online sales website as at the date of purchase of the ticket. *The SEMEC* reserves the right to adapt or amend these terms and conditions of sale at any time and without notice, insofar as permitted by law.

PRESENTATION OF THE ONLINE TICKETING SERVICE

www.cannesticket.com is the online ticketing service operated by *SEMEC*, having its head office at *La Croisette CS 30051 - 06414 Cannes cedex*.

This online ticketing service operated by the *SEMEC*, allows people to purchase event tickets, subscriptions and tourist products.

For further information concerning your online ticket purchases, you can contact us by email at: billetterie@palaisdesfestivals.com

ARTICLE 1 - PRICES

The price of tickets is inclusive of VAT and including rental costs.

Prices applicable are those indicated in the programmes and at the ticket offices at *La Croisette Tourist Office in Cannes*.

Prices are subject to change without notice. However, tickets are billed on the basis of prices in force at the time of approval of an order.

They are only approved following our confirmation of payment receipt.

Tickets are nominative and may not be resold at a higher price (law of 27 June 1919).

No more than six (6) tickets may be purchased in each individual transaction.

1.1 - Reduced rates

For reduced rate tickets, presentation of a recent justification is mandatory when purchasing your tickets as well as upon entry to the event for verification by staff. No reduction is applicable after payment of an order.

ARTICLE 2 - LOCATION OF SEATS

Depending on the venue configuration, you may be offered any of the following:

2.1 - Numbered seat

For events with numbered seat allocation, you will be notified of your allotted seat number at the time of ordering your ticket.

For events with numbered seat allocation, clients can choose the seating area proposed by the online sales website. No subsequent requests will be accepted.

Each ticket has a single seat allocation. Entry to the venue is closed after the time indicated on the ticket. Any latecomers will only be permitted entry during a break in the event, and the numbered seat allocation is no longer guaranteed. It is strictly prohibited to take photographs, film or make recordings during the event.

2.2 - Free allocation

For those events without numbered seat allocations, the audience are free to choose their location within the venue.

ARTICLE 3 - SECURE PAYMENT AND PERSONAL DATA

3.1 Payment method/Secure payment

Orders for tickets are only binding on the *SEMEC* following receipt of an email confirming payment for the transaction. Payments are solely and exclusively accepted online.

Payment for tickets purchased on the *SEMEC* Website may only be made by cards using the VISA network or any other card compatible with the *SOGENACTIF* secure payment website (Credit Card/Visa/Eurocard/Mastercard/American Express).

Information provided by the client when entering his/her personal details will be encrypted by our bank to effectively protect all personal data when making payments. The online payment transaction is provided by *SOGENACTIF*. This transaction is made using a secure encrypted SSL system. Under no circumstances whatsoever and at no time will bank card information transit via the *SEMEC* server.

Once *SOGENACTIF* confirms that an order has been approved, your card will then be debited.

In the event of any payment incident, please check the date of validity and authorised limit of your card.

Some banks require an additional code for online transactions, please contact your bank for more details.

3.2 Personal Data

Your personal data and information are necessary to process your order and for commercial relations. These information and data are also stored for security purposes, so as to respect legal and regulatory obligations and to enable us to improve and personalise services we offer and the information we send you.

In accordance with the Data Protection and Freedom of Information Act (6 January 1978), you have a right to access, amend and object to processing of your personal data which can be exercised by writing to the *SEMEC* at *La Croisette CS 30051 - 06414 Cannes cedex*, and indicating your full name and address and your client reference number where possible. In accordance with regulations in force, your letter should be signed and accompanied by a photocopy of an identity document bearing your signature and indicating the address to which you would like to receive a response.

ARTICLE 4 - ORDER CONFIRMATION

Your order for event tickets is only definitively confirmed after clicking on the button marked "PAY FOR MY ORDER" and is only binding on the *SEMEC* following receipt of the email confirming that the order has been approved. Consequently, we ask you to check your emails.

ARTICLE 5 - CONFIRMATION

You hereby confirm to have read and accepted these general terms and conditions of sale without reserve before placing your order. Acceptance of the general terms and conditions of sale by ticking the box marked "I accept the General Terms and Conditions of Sale" allows you to confirm your order.

ARTICLE 6 - RECEIVING TICKETS

Your ticket(s) and the online purchase confirmation should be verified by the buyer at the time of receipt. No subsequent claims will be accepted.

Only one copy of tickets will be issued. *No duplicates will be provided.*

Downloadable ticket

Specific terms and conditions for Downloadable tickets:

Downloadable tickets allow you to display your E-ticket received by email directly using your smartphone without needing to print a copy. This service requires you to receive emails on your smartphone. **Virtual tickets have the same value as normal tickets. Tickets should be presented when entering the venue either in printed format or in digital format.**

You can also print your ticket using an ordinary printed from any internet access point. For printed tickets to be valid, they should be printed in portrait on a sheet of A4 paper blank on both front and reverse.

Each entry purchased corresponds to a ticket.

Tickets all have a unique barcode. Validity of tickets is checked and recorded upon entry to the event venue using barcode readers. It is not possible to be admitted entry more than once using the same ticket. It is prohibited to reproduce tickets. Only the first person to present the ticket will be admitted entry to the event. This person is presumed to be the legitimate ticket holder. This is why it is prohibited to reproduce, duplicate or counterfeit tickets in any manner whatsoever, or to allow others to do so. Please keep your tickets in a safe place. Never accept a ticket offered by someone you do not know as it may be a duplicate.

The event organiser is entitled to refuse entry where several printouts, reproductions, copies or imitations of downloadable tickets are in circulation and access to the event has already been granted to the holder of a printout, reproduction, copy or imitation of the corresponding ticket. The organiser is not, notably, obligated to undertake inspection of the identity of a person presenting a ticket to check that this is the legitimate ticket holder, nor to verify the authenticity of the ticket insofar as an imitation or copy cannot be undeniably identified as such during entry to the event. If the holder of a downloadable ticket is refused entry for this reason during an inspection upon entry, there is no entitlement to claim compensation for the price paid.

The SEMEC hereby waives all liability for any anomalies which may arise during ordering, processing or printing of a downloadable ticket insofar as it has not intentionally caused these or following negligence in case of loss, theft or illegal use of a downloadable ticket.

ARTICLE 7 - EVENT TIMES AND PLACE

The date, place and times of the event are indicated on the ticket.

Events begin on time, and doors generally open between 15 to 30 minutes before the scheduled start time.

Any latecomers may only be permitted entry during a break or depending on accessibility to the venue. To access the venue, any latecomers should follow instructions issued by ushers, and any numbered seats are no longer guaranteed.

Please be advised that due to artistic restrictions inherent to some events, it may not be possible to allow entry to latecomers.

The duration of the event for artistic creations is variable and often is only known a few days ahead of the event date.

ARTICLE 8 - CANCELLATION

No cancellation is possible after payment for tickets by the client. Concerning events, established case law considers the relation between an event venue scheduling an event, indicating the price of tickets and time of the event with the public purchasing tickets, regardless of the payment method used (cash, cheque, credit card, direct debit), to be a contractual relation. Under these circumstances, only where the event organiser fails to respect its obligation that the paying public can request reimbursement or challenge the contract signed with the event venue.

The SEMEC reserves the right to make changes to the order, duration and distribution of the event. Moreover, the SEMEC reserves the right to cancel any event in the event of any fortuitous incident or case of force majeure obligating them to cancel such as (without however being limited to) poor weather, strikes, fire, water damage, illness of a performer, etc. In such an instance, the SEMEC will offer an alternative date or reimburse the ticket price.

EVENT CANCELLATION BY THE ORGANISER WITHOUT RESCHEDULING

If an event is cancelled, claims for compensation for tickets may be sent to the SEMEC within a maximum period of **3 months** after the date when the event was scheduled to take place.

RESCHEDULING AN EVENT

If an event is rescheduled to a new date (more than 24 hours later), aside for any exceptions, tickets will continue to be valid for the rescheduled event.

Anyone who is unable to attend the rescheduled date may be reimbursed by sending claims by the latest 24 hours before the rescheduled date. After this time, no reimbursement will be possible.

Reimbursement for tickets in the event of receiving a Covid positive text is accepted if the date of the event is within the compulsory isolation period as per government guidelines in force. Proof of a positive test must be sent by the latest on the date of the event.

In the event of suspension of a performance after the first half of the event, tickets cannot be returned, exchanged for a later date or reimbursed.

ARTICLE 9 - COOLING OFF PERIOD

In accordance with article L 121-20-4 of the Consumer Code, event tickets and corresponding products are not eligible to a cooling off period.

ARTICLE 10 - CUSTOMER SERVICE AND ORDER SUPERVISION

For any information or questions, our ticketing service is available:

1. Telephone: 04 92 98 62 77 (calls charged at local rate), from Monday to Friday 10am to 6pm.
2. Postal address: SEMEC Billetterie La Croisette CS 30051 - 06414 Cannes cedex
3. Email form: Contact us by email: billetterie@palaisdesfestivals.com

ARTICLE 11- JURISDICTIONAL CLAUSE - DISPUTE RESOLUTION

Any claim or complaint concerning the online purchase or tickets, regardless of the nature, should be made in writing by the latest on the event of the event and sent to the following address:

SEMEC Billetterie La Croisette CS 30051 - 06414 Cannes cedex

All other claims and complaints should be made on the evening of the event directly to the venue where the performance is taking place.

The SEMEC waives all liability for any damages, of any nature whatsoever, which may affect personal effects, objects or material brought by members of the public. Members of the public are liable for any direct or indirect damage which they may cause during their presence in the venue.

Tickets do not allow you to record the event. It is strictly prohibited to make any recording, of any nature whatsoever, including photographs. SEMEC Billetterie La Croisette CS 30051 - 06414 Cannes cedex reserves the right to take legal action for any prejudice suffered.