# TICKETING – GENERAL TERMS AND CONDITIONS OF SALE FOR ROLEX PARIS MASTERS 2018



- **1.1.** These General Terms and Conditions of Sale (the **"GTCS"**) shall automatically apply to all sales, by the French Tennis Federation, association governed by the law of 1 July 1901, recognised as being of public usefulness by decree dated 13 July 1923 which has its registered office at the Roland-Garros Stadium (the **"FFT"**) of tickets (individually or collectively, the **"Ticket (s)"**), for the 2018 Rolex Paris Masters (the **"Tournament"**). The GTCS apply to any to any purchaser (i) ordering online via the Website www.rolexparismasters.com (the **"Website"**), (ii) ordering by mail via an order form, (iii) ordering directly at one of the ticket counter of the Arena (on the occasion of the Tournament 2017) or at one of the ticket counter during Roland-Garros 2018, or (iv) to any legal entity (including works councils, clubs and tennis leagues affiliated with the FFT), entering into a contract with the FFT for the principal or ancillary purpose of selling or making available tickets access to the Tournament (excluding tickets sold as packs).
- **1.2.** No specific conditions shall prevail over these GTCS. Any conflicting terms, including any general conditions of purchase, shall be unenforceable against the FFT. In case of contradiction between provisions of the GTSC and one of the contracts's provisions mentioned in Article 1.1. above, the relevant stipulation of the contracts will prevail over that of the GTSC.
- **1.3.** Each order for TICKETS shall be deemed an agreement by the Ticket(s) purchaser (the "Purchaser") to fully comply, without any reservation, with these GTCS as well as the Bylaws of the Arena, which can be consulted at the entrances to the Arena as well as on the Arena's website (<a href="http://www.accorhotelsarena.com/fr/content/telecharger-le-reglement-interieur">http://www.accorhotelsarena.com/fr/content/telecharger-le-reglement-interieur</a>). Each PURCHASER represents that they have full legal capacity and/or any applicable authorisation which may be necessary to conclude such an agreement.
- **1.4.** In the event that the beneficiary of a TICKET (the "Beneficiary") is not the Purchaser, the rights and obligations resulting from these GTCS shall automatically apply to the Beneficiary as a consequence of the assignment of the TICKET in accordance with the conditions specified in Articles 5.2 hereinbelow.

#### **ARTICLE 2 - ORDERING TICKETS**

#### 2.1. Periods of sale/ordering PACKS

» The packs (individually or collectively, the (s) "**Pack (s)**") are available in four formulas: "Supporter" / "Sensation" / "emotion" / "Passion". Order for PACKS starts on December 12th 2017 and ends January 12th 2018. A new sales period starts on April 11th 2018 until depletion of stocks. These sales period will take place on the Website. Information are available on the Website.

#### 2.2. Periods of sale/ordering SINGLE TICKETS

» Order for SINGLE TICKETS starts on June 20th 2018 for FFT members and from September 12th 2018 for the General Public until depletion of stocks. This sales period will take place on the Website. Information about this sales period are available on the Website.

# 2.3. Periods of sale/ordering VIP PACKS

» Order for VIP PACKS starts on June 20th 2018. This sales period will take place on the Website until depletion of stocks. Information about this sales period are available on the Website.

#### 2.4. Right of withdrawal

» There is no right to withdraw an order of TICKETS after payment has been taken by the FFT, in accordance with Article 221-28 of the French Consumer Code which provides that: "No right to withdraw may be exercised for contracts (...) (12) For accommodation services, other than residential accommodation, for transport of goods, rental of vehicles, catering services or leisure activities which are to be supplied on a predetermined date or over a predetermined period."

#### 2.5. E-tickets

» All TICKETS purchased will result in the issuance of e-tickets that will be available on the account of the Purchaser at the end of September 2018.

#### **ARTICLE 3 - PAYMENTS FOR ORDERS**

- **3.1.** » The prices for TICKETS are indicated in Euros, all taxes included, but excluding the administration fees specified in Article 3.2 hereinbelow. The price of the TICKETS may be paid by credit card. Virtual credit cards and e-cards will not be accepted. Payments will be processed within 10 days. Any payment default will automatically result in the cancellation of the order. Each TICKET is given a face value.
- **3.2. Processing charges** » The amount of the administration fees applied for each order is 4€
- **3.3.** » TICKETS will remain the property of the FFT until the receipt in full of the purchase price.

#### **ARTICLE 4 - DELIVERY OF TICKETS**

**4.1.**» The E-Tickets must be downloaded by the Purchaser via the personal account at the end of September 2018. If applicable E-Tickets must be transferred to a Beneficiary pursuant to the procedure referenced in Article 5.2 hereinbelow. The e-Tickets must be printed out

by the Purchaser or the Beneficiary, as applicable, using their own resources (see, Art. 5.2).

**4.2.** » The FFT denies any liability in the event the e-mail address, indicated by the Purchaser when creating their ticketing customer account is incorrect or incomplete.

#### ARTICLE 5 - CONDITIONS OF USE OF THE TICKETS

ANY ASSIGNMENT OR TRANSFER OF A TICKET, OF ANY TYPE AND IN ANY FORM WHATSOEVER, WITH OR WITHOUT CONSIDERATION, THAT IS NOT IN COMPLIANCE WITH ARTICLES 5.2 AND 5.3 IS PROHIBITED.

#### 5.1. Double session

» The matches held on Monday 29th October, Tuesday 30th October , Wednesday 31th October, Thursday 1st and Friday 2nd November 2018, are scheduled over two sessions: a "Day" session, corresponding to a timeslot from the start of the matches until 7:00 p.m., and an "Evening" session, corresponding to a timeslot from 7:30 p.m. until the end of the matches. » The times for the commencement and end of the "Day" and "Evening" sessions are forecasts. Depending upon the progress of the matches, and in order to ensure the most equitable distribution of such matches, the FFT reserves the right, on any day in which a double session is taking place, to reschedule one or more matches from the "Day" session to the "Evening" session.

If applicable, for the date in question, the "Day" session will officially end as of the end of the last match scheduled which was actually played during the course of such session. Such a rescheduling will not give rise to any exchange or reimbursement of Tickets, nor to any other consideration or compensation.

#### 5.2. Conditions applicable to the use of e-Tickets

» The e-Ticket is only valid for the date indicated on the face of the ticket. It is neither exchangeable nor reimbursable, The e-Ticket must be printed in portrait format on clean, white A4 paper, without modification of the print size, using an inkjet or laser printer. No other type of media (digital, PC screen, laptop screen, mobile telephone, etc.) is valid. » Any e-Ticket which is only partially printed, dirty, damaged or illegible will be deemed invalid. In the event of poor print quality, the e-Ticket should be reprinted using another printer. In order to reprint your e-Ticket, go to the "My account" webpage on the Site. If necessary, the ticket can be printed at Customer Service. An e-Ticket may be transferred by the Purchaser to another individual (exclusively), without consideration (exclusively) up to the day before the date indicated on the e-Ticket. In order to transfer an e-Ticket, all that is required is for the Purchaser to connect to the Website and enter their user name and password to access their account (tab "My orders"). Next, click on "Modify the beneficiary" and change the appropriate fields by entering the forename(s) and family name(s) of the Beneficiary of the e-Ticket as well as their e-mail address. Once these operations are completed, only the Beneficiary of the e-Ticket may enter the Arena, provided that they possess the printed e-Ticket and an identity document. »Attention! Do not forget, if applicable, to send the e-Ticket via e-mail to the Beneficiary. Following the substitution of the name of the Purchaser with the name of the Beneficiary, no new e-Ticket will be sent. The name of the Beneficiary will appear on the e-Ticket. The Beneficiary will be required to present an identity document when requested to enter within the interior of the Arena. » Attention! Only the Purchaser of an e-Ticket may transfer it. The Purchaser can change the Beneficiary at any time and transfer the e-Ticket to a new Beneficiary. Once inside the Arena, holders of an e-Ticket must retain it with them at all times so as to be in a position to present it during any checks conducted within the Arena.

# 5.3. Restrictions on sales and offers for sale of TICKETS

» Selling or assigning, or offering for sale or assignment, one or more TICKETS (including on Internet auction sites) is prohibited and any person contravening such prohibition risks one or more of the sanctions specified in Article 12 hereinbelow, without prejudice to any other civil or criminal proceedings. Licence holders and clubs affiliated with the FFT may, if applicable, also be subjected to disciplinary sanctions within the framework of the FFT regulations. Notwithstanding the foregoing, Purchasers who have ordered Tickets from the Website and those who ordered packs at the Arena ticket counters for the Tournament, or at Roland-Garros counters during the 2018 edition of Roland-Garros will benefit, if any, resale modalities and allocation of Tickets ordered from the website.

# 5.4. Promotional and/or commercial activities

» The use of any TICKETS in support of promotional and/or commercial activities is strictly prohibited, including, but not limited to (i) as a prize in any competitive examination, competitive game, competition, lottery, internal promotion and any in any other similar activities, (ii) as an item in any travel services, and/or (iii) as an item in any public relations services. Any breach of this prohibition observed by the FFT will expose the offender to one or more of the sanctions specified in Article 12 hereinbelow without prejudice to any other proceedings.

### 5.5. Security checks

» Spectators are informed that, given the circumstances, some exceptional security measures may be put in place by the French Tennis Federation, and will be likely to increase the waiting time before entering the Arena. It is therefore asked to all ticket holders to arrive at the Arena as early as possible. Any person may be required to submit to a security check at the entrance and/or within the interior of the Arena. Any refusal to submit to such a check will result in refusal of entry into the Arena or removal outside the interior of the Arena. Spectators are invited to check the website on a regular basis, as well as the Arena rules and regulations, in order to best prepare their arrival. Any person may also be imposed the crossing of a detection device and the presentation of the objects it carries. Anyone may also be required to undergo security checks, as provided by Article 3.2. of the Law of 12 July 1983. Anyone refusing the various control measures mentioned above, will be prohibited to access to the arena or drive outside the arena. Spectators should regularly check the Website as well as the internal Arena regulation in order to fully prepare their visit to the Arena.

#### ARTICLE 6 - CANCELLATION / FORCE MAJEURE / PROGRAMME

- **6.1.** » In the event of a total or partial cancellation of the Tournament and/or in the event of the cancellation, postponement or interruption of matches for reasons outside of the control of the FFT's control (i.e: injury or withdrawal of a player) or for safety or security reasons, the TICKETS will not be subjected to any reimbursement or exchange. » Notwithstanding, there will be a full refund of tickets in case of cancellation or postponement of a day's session or night session of the tournament due to a guarantee under the insurance contract subscribed by the FFT with its insurer, such an attack on site, the withdrawal of authorization due to an attack or threat of attack, established threat against the event or venue, availability of the Arena or unavailability of more than 30% players of the 1st round of the tournament to the 1/4 finals included or player per game participant to the final 1/2 (provided the two 1/2 finals are canceled) and / or the final, due to accident, illness, death or kidnapping.
- **6.2.** » The program for the matches is a forecast and is only provided for indicative purposes. Modifications may be made to the programme which shall in no circumstances give rise to an exchange or reimbursement of TICKETS, nor any type of compensation.

# ARTICLE 7 - WHEELCHAIR ACCESS / CHILDREN LESS THAN 4 YEARS OLD

#### 7.1. Wheelchair Access

» Holders of a disabled badge stating 80% and over who require a wheelchair, as well as holders of a priority or disabled badge which states "requires accompanying person" or "blind" have specific ticketing and should submit their requests for TICKETS directly to the Arena (billetterie@accorhotelsarena.com).

#### 7.2. Children less than 4 years old

» Access to the Arena is free of charge for children aged below 4 when they are accompanied by a TICKET holder, upon presentation of an identity document and subject to the following. Only one child per TICKET holder may benefit from access free of charge to the Arena and the competition courts. No seat will be assigned to the child and accompanied children aged below 4 are required to sit on the knees of the accompanying adult.

#### **ARTICLE 8 - IMAGE RIGHTS**

All TICKET Holders (adult or child) are hereby informed that they may be photographed and/or filmed by FFT teams and/or any third parties authorised by the FFT (particularly, but not limited to, media operators - television crews, photographers, journalists from the written press and the Internet, etc., official partners/suppliers of the Tournament and the FFT, etc.). Therefore TICKET Holders expressly and freely authorise (i) their image to be captured by any means and for it (ii) to be used in any media (press, publicity posters, brochures, digital and analogue media, in an unlimited quantity) and in all types of broadcast (television, cinema, exhibition, website, social networks, etc.), by the FFT and or any third party authorised by the FFT (particularly, but not limited to, entities devolved from the FFT, media operators - television crews, photographers, journalists from the written press and the Internet, etc., by the official partners/suppliers of the Tournament and/or the FFT, etc.) for all purposes, including commercial purposes (particularly, but not limited to, the promotion of the FFT, its products and services, activities, tennis, the Tournament and related events, the Arena, and the attributes of official partners/suppliers of the Tournament and/or of the FFT and their products and services, etc.), and during any televised rebroadcasting of the Tournament. This authorisation is valid for operations worldwide and throughout the legal duration of copyright relating to the above-mentioned media. TICKET Purchaser must confirm to the FFT that any Beneficiaries have been informed of the terms of this Article, and that prior parental authority has been obtained for any child ticket Beneficiaries.

# ARTICLE 9 - BETTING

No Purchaser or Beneficiary of a TICKET shall be permitted to make any bets related to the Tournament within the Arena. This ban on betting includes direct betting and betting using an intermediary; it covers all processes whatsoever (including use of a public on-line communication system); and includes betting of all kinds whatsoever (including private bets among individuals). This measure is taken on the grounds of sports ethics in the interest of preserving the integrity of tennis competitions. If this prohibition is violated, the FFT shall be entitled to take all measures, up to the expulsion from the Arena of the person concerned.

# ARTICLE 10 - DATA AND INFORMATION PERTAINING TO THE MATCHES

The FFT is the official organizer of the Rolex Paris Masters. In such capacity it holds, in conformity with the provisions of Article L. 333-1 of the French Sports Code, all of the exploitation rights related thereto, including all of the intangible items produced during the course of or resulting from the conduct of the Tournament matches. » As a consequence of the foregoing, a TICKET holder attending any of the Tournament matches or present within the Arena is formally prohibited from receiving, storing, distributing, communicating, publishing, delivering and/or making available to any person whomsoever or any organisation whatsoever, by any procedure whatsoever and from any location whatsoever within the Arena, whether or not for consideration, any data, statistics, information or facts relating to the conduct of any match during the course of the Tournament (including, but not limited to, live point by point scores, match, set or game statistics, warnings given to a player by the chair umpire, mistakes made by the umpires, requests by a player for medical assistance, injury to or abandonment by a player, etc.) which such holder may have knowledge of. » In the event of a violation of the prohibition set forth in this article, the offender risks one or more of the sanctions specified in Article 12 herein below and may be expelled from the Arena and furthermore the FFT reserves the right to bring any proceedings or actions against them.

- **11.1.** » It is strictly prohibited to disseminate and/or make available to the public, in real time or after the matter, in whole or in part, whether at no cost or for a charge, any sound recording and/or any moving image captured by any means in the interior of the Arena, for any type of public access, regardless of the mode of dissemination (internet, radio, television, mobile telephones, data storage accessories or any other media currently in existence and/or yet to be invented), without the prior explicit authorization of the FFT.
- **11.2.** » This prohibition targets especially, but is not limited to, any dissemination and/or any making available and/or any incorporation of moving images and/or sound recordings captured in the interior of the Arena, on sites or on-line community file-sharing platforms, in any digital published media (webzines, and so on), and in any visual and/or sound work or production (films, documentaries, drawings, photographs, etc.). This restriction also applies to the broadcasting in any form of media, and/or the release of, any still image, or series of still images with a promotional and/or commercial nature considered abusive or excessive, or inconsistent with common decency and public order.
- **11.3.** » If the prohibition set forth in this Article is breached, the offender opens himself to one or more of the penalties specified in Article 12, below, without prejudice of any other action. » In any event, all sound recording and/or all animated picture collected, gathered by the Purchaser or the Beneficiary, or made out of the matches or training sessions of the Tournament, or in relation with the matches or training sessions of the Tournament, remain the exclusive property of the French Tennis Federation, which the Purchaser and the Beneficiary admit and accept expressly.

#### ARTICLE 12 - NON-COMPLIANCE WITH THE GTCS

Without prejudice to any other action, the breach by a Purchaser and/or a Beneficiary of a TICKET of any of the provisions of these GTCS will expose the offender to one or more of the following sanctions:

#### 12.1. Cancellation of the order

» Any violation by a Purchaser of any of the provisions of these GTCS may result, if the FFT deems it appropriate, in the rescission of their order, with immediate effect, as of right and without prior formality. In such event, the Purchaser will not be able to collect the TICKET(S) covered by such order, which shall then be placed up for sale by the FFT, and/or will be refused entry within the interior of the Arena.

#### 12.2. Cancellation of the sale

» Any violation by a Purchaser or a Beneficiary of a TICKET of any of the provisions of these GTCS may result, if the FFT deems it appropriate, in the rescission of the sale with immediate effect, as of right and without prior formality. In such event the TICKET(S) will be cancelled and the PURCHASER or Beneficiary will be refused entry within the Arena, without prejudice to any liability proceedings.

# 12.3. Expulsion from the interior of the Arena

» Any violation by a Purchaser of any of the provisions of these GTCS within the framework of their presence within the interior of the Arena, may result in the Purchaser's expulsion from the interior of the Arena.

#### 12.4. Exclusion lists

» Any violation of any of the provisions of these GTCS as well as any fraud or attempted fraud observed by the FFT (including, but not limited to the act of reselling or offering for sale one or more TICKET(S) including through the use of auction websites, etc.), shall entitle the FFT, if it deems it necessary (in particular having regard to the seriousness of the infraction observed), to include the identified PURCHASER or Beneficiary in a specific file for the purposes of exclusion (the "Exclusion List #1") thus prohibiting them from having any possibility, during the period they are included on such list, from ordering TICKETS with respect to the Tournament or subsequent years of the Rolex Paris Masters, or furthermore any other event organized by the FFT. » Any holder of a TICKET allowing access to the Tournament, whether or not the Purchaser, is also informed that any individual officially banned from competing and/or entering competition venues by FFT's disciplinary bodies or by international tennis institutions (ITF, ATP, WTA, etc.), shall be registered by the FFT on another specific exclusion file (the "Exclusion List #2"). Any individual registered on the Exclusion List #2 will be banned throughout the duration of its registration, from entering the Arena venue during the Tournament and subsequent editions of the Tournament, and from entering any venue where a tennis competition organized by the FFT is being played. Any individual registered on the Exclusion List #2 will also be denied the issuance, throughout the duration of its registration, of any pass/card (ticket, accreditation badge, etc.) allowing access to the Arena venue during the Tournament and subsequent editions of the Tournament, as well as the issuance of any pass/card allowing access to any venue where a tennis competition organized by the FFT is being played. Any pass/card (ticket, accreditation badge, etc.) allowing access to the Arena venue or to any other venue where a competition organized by the FFT is being played, and which an individual would be the holder at the moment or after her/his registration on the Exclusion List #2, will also be canceled/revoked. Conditions regarding personal data appearing on Exclusion List n°1 and Exclusion List n°2 are specified in Article 13.4 hereinafter.

**12.5.** » The fact that the FFT has not sanctioned a breach by a PURCHASER of any of the provisions of these GTCS shall in no event be interpreted as a waiver by the FFT of subsequent sanctions for such breach.

#### ARTICLE 13 - PERSONAL DATA

- **13.1.** » The personal data with respect to a Purchaser collected in connection with their order will be subjected to digital processing. Such data may be used by the FFT for administrative purposes. Such data will not be transmitted to the commercial partners of the FFT.
- **13.2.** » The banking data submitted by the Purchaser of a Ticket will be stored in the systems of the service provider the FFT has retained for such purposes and will be subjected to specific security measures. In conformity with the recommendations of the "Commission Nationale de l'Informatique et des Libertés" (the **"CNIL"**), such data is only used and retained for the purposes of and for the duration of the transaction and will be definitively deleted upon effective payment.
- **13.3.** » The e-mail address provided by an Purchaser when ordering for one or more TICKETS may be used to send e-mails containing information with respect to the processing of such order. » It may also be used by the FFT to send e-mails of an advertising, promotional and/or commercial nature provided that the Purchaser has ticked the appropriate box on the order form or on their personal space on the Site. » The FFT reserves the right to send a Purchaser commercial offers for analogous products and/or services to those ordered, unless a Purchaser expressly notifies the FFT otherwise.
- **13.4.** » The personal data of a Purchaser included on the Exclusion List #1 pursuant to Article 14.4 hereinabove, may be included on such list for a maximum duration of three (3) years from the date of inclusion on such list, except in the case of a payment default (in such case the personal data as to the Purchaser is removed from the list upon due payment). » The personal data of any individual registered on the Exclusion List #2 pursuant to Article 12.4 above, shall be retained for the length of time during which she/he is banned from competing and/or entering competition venues by FFT's disciplinary bodies or by international tennis institutions. » In conformity with the recommendations of the CNIL, the Exclusion List #1 and the Exclusion List #2 set forth the reason for the inclusion of the individuals concerned therein; each of these lists is a closed objective list, which does not permit the inclusion of any specific comments in any discretionary text zones. » The CNIL provided prior authorization for the implementation of the Exclusion List #1 and the Exclusion List #2.
- **13.5.** » In conformity with the provisions of Articles 39 and 40 of the French Act "Information Technologies and Freedoms" of 6 January 1978, a Purchaser has a right of access, modification, rectification and, if applicable, deletion of the data regarding themselves. » Any individual registered on the Exclusion List #1 and/or on the Exclusion List #2 may for her/his part only access and require correction of her/his personal data. » Such rights may be enforced by sending an e-mail to the DATA PROTECTION OFFICER OF THE FRENCH TENNIS FEDERATION at: <a href="mailto:cilfft@fft.fr">cilfft@fft.fr</a>.

#### ARTICLE 14 - APPLICABLE LAW / ATTRIBUTION OF JURISDICTION

# 14.1. >> THESE GTCS SHALL BE GOVERNED BY FRENCH LAW.

ANY DISPUTE WITH RESPECT TO THEIR ENFORCEABILITY, VALIDITY, INTERPRETATION AND/OR PERFORMANCE AND MORE GENERALLY ANY DISPUTE WITH RESPECT TO THE SALE OF TICKETS SHALL BE SUBMITTED TO THE FRENCH JURISDICTION.

**14.2.** >> Purchaser is informed that he can also appeal to mediator in consumption, under the conditions defined in Articles L. 611-1 and following of the Consumer Code, and according to available device on the Internet at: www.economie.gouv.com / mediation-cons.>> To know the mediator whose jurisdiction the FFT, Purchaser is advised to contact the Service Ticketing FFT or by phone (01 47 43 51 11 or 00 33 1 47 43 51 11 for calls outside of France - number no surcharge -) or by email (clients@fft.fr) or by mail (French Tennis Federation - Ticket Service - 2 Gordon Bennett Avenue - 75016 Paris)

# ARTICLE 15 - HIERARCHY OF THE DOCUMENTS

In the event of contradiction or ambiguity between the GTCS and the Bylaws of the Arena, the GTCS shall prevail over the Bylaws of the Arena.