

TERMS AND CONDITIONS OF SALE AND USAGE 24 HOURS OF LE MANS AND 24 HOURS MOTORBIKES HOSPITALITY PACKS AND GLAMPING 24 ACCOMMODATIONS

These terms and conditions are entered into between Société Sportive Professionnelle de l'Automobile Club de l'Ouest, a simplified joint stock company having its registered office at Circuit des « 24 Heures », 72019 LE MANS CEDEX 2, registered with the Le Mans Trade Companies Register under number 433 666 229 and the Client.

1. DEFINITIONS

TCS: denotes these terms and conditions of sale and usage of the Hospitality Packs and Glamping 24 Accommodations;

Event: denotes the "24 Hours of Le Mans" sports event which takes place on the of 24 Hours of Le Mans Circuit or the "24 Hours Motorbikes" sports event which takes place on the Bugatti Circuit;

SSP ACO : denotes Société Sportive Professionnelle de l'Automobile Club de l'Ouest ;

Client: denotes the co-contractor having purchased one or more Hospitality Packs and/or Glamping 24 Accommodation from SSP ACO;

Beneficiary(ies): denotes any person benefiting from the services included in the Hospitality Packs and/or Glamping 24 Accommodations purchased by the Client; **Hospitality Pack(s):** denotes one or more hospitality service packages offered by SSP ACO (Event tickets, parking, access to a VIP Reception Area with catering, gift, etc.);

Glamping 24 Accommodation(s) : denotes one or more Accommodation service(s) in the heart of the Le Mans 24 Hours race offered by SSP ACO;

Reception Area(s): denotes the area(s) to which the Hospitality Pack and/or Glamping 24 Accommodations gives access.

Personal Space(s): denotes the personal space(s) dedicated to the Client(s) and/or Beneficiary(ies) to which the Hospitality Pack and/or Glamping 24 Accommodations gives access.

2. PURPOSE

The TCS have the purpose of defining the terms and conditions under which SSP ACO markets the Hospitality Packs and/or Glamping 24 Accommodations to the Clients, and the conditions of use of the Reception Areas and/or Personal Space(s) by the Clients and the Beneficiaries.

Ordering entails irrevocable adhesion of the Client to these TCS. The TCS are subject to change; the applicable conditions are those in force on the website <http://www.lemans.org> at the time of ordering by the Client.

3. HOSPITALITY PACK OFFERING

The Client may order various Hospitality Packs, the services of which are detailed in the sales leaflets corresponding to each pack offering, available on the website lemans.org or on simple request to hospitality@lemans.org.

4. ORDERING

Clients wishing to buy Hospitality Packs and/or Glamping 24 Accommodations must submit an order by signing the quotation sent by SSP ACO and returning it to :

Direction Commerciale, Partenariats et TV

Circuit des 24 Heures

72019 LE MANS Cedex 2

or by email to hospitality@lemans.org

Upon receipt of the order, SSP ACO will confirm the Client's order, subject to availability, and will issue an invoice for the total amount of the Hospitality Packs and/or Glamping 24 Accommodations ordered by the Client.

SSP ACO reserves the right to refuse any order for legitimate reasons, notably in case of payment dispute or abnormal or fraudulent orders, or where applicable to request supporting documents.

The booking will be fixed and final from receipt by SSP ACO of the Client's order bearing the mention "approved" and payment in full of the invoice issued by SSP ACO.

In compliance with Article L. 221-28 (12) of the French Consumer Code, the right of cancellation cannot be invoked for contracts of sale of Hospitality Packs and/or Glamping 24 Accommodations.

5. PRICE, PAYMENT

The unit prices of the order on the date of ordering the various Hospitality Packs and Glamping 24 Accommodations are mentioned on the quotation sent by SSP ACO to the Client.

SSP ACO reserves the right to change its prices at any time until the quote has been accepted by the Client.

All prices are expressed in euros including taxes and excluding any delivery costs. Any duty or other holdback that may apply to the price thus expressed shall be exclusively payable by the Client.

Prices shall be increased by the VAT applicable on the billing date.

Upon receipt of the signed quotation, SSP ACO shall draw up the invoice, which the Client undertakes to pay by bank transfer to the bank details presented on the invoice.

In the event where the payment proves non-compliant, incomplete or non-existent, for any reason, SSP ACO may keep the Hospitality Packs and/or Glamping 24 Accommodations and/or cancel the order without prior formal notice.

Any late payment shall entail billing by SSP ACO to the Client of late payment penalties calculated at a rate equal to three times the legal interest rate in force, plus, except if the Client has the capacity of consumer a fixed penalty for recovery costs in the sum of 40 euros.

6. DELIVERY, TRANSFER OF OWNERSHIP

The terms of delivery will be specified to the Client by SSP ACO as soon as possible. Transfer of ownership of the Hospitality Packs and/or Glamping 24 Accommodations shall take place at the time of their delivery to the Client, subject to its payment of the order in full.

The Hospitality Packs and Glamping 24 Accommodations are not exchangeable or refundable (including in case of theft or loss), save in case of cancellation of the Event by SSP ACO.

The Client shall be solely responsible for delivery of the Hospitality Packs and/or Glamping 24 Accommodations to the Beneficiaries.

7. CONDITIONS OF USE OF THE HOSPITALITY PACKS

With the exception of the official resellers of SSP ACO, the Client may not under any circumstances resell, directly or through an intermediary, the Hospitality Packs and/or Glamping 24 Accommodations or some of the services forming part thereof, alone or integrated into a paying services package. Access to the 24 Hours of Le Mans Circuit and the Reception Area and/or Personal Space(s) shall be refused to persons to whom the Hospitality Packs and/or Glamping 24 Accommodations have been sold in breach of the abovementioned provisions. The Client may not change the content of the Hospitality Packs and/or Glamping 24 Accommodations. The Client undertakes to ensure that the Beneficiaries respect the abovementioned bans in this Article 7.

8. ACCESS TO THE EVENT

The Beneficiaries must present their parking ticket, included in the Hospitality Packs and/or Glamping 24 Accommodations, to the security service present at the entrance to the corresponding car park.

The Beneficiaries may only enter the 24 Hours of Le Mans Circuit at the time of the Event if they

have the access ticket included in the Hospitality Packs and/or Glamping 24 Accommodations.

9. CONDITIONS OF ACCESS TO AND USE OF THE RECEPTION AREAS / PERSONAL SPACES

The Client must communicate a list of Beneficiaries to SSP ACO no later than 48 hours before the start of the Event. These must appear at reception of the Reception Area / Personal Space with a document evidencing their identity.

The Client undertakes to ensure that the Beneficiaries of the Hospitality Packs and/or Glamping 24 Accommodations behave in a respectable manner compatible with the standing of the Reception Areas / Personal Spaces.

The Client undertakes to ensure that the Beneficiaries of the Hospitality Packs and/or Glamping 24 Accommodations enjoy the Reception Areas and/or Personal Space(s) peacefully, and refrain from any noise and any activity that could disturb the tranquillity and peaceable use of the other beneficiaries.

Any damage, whether or not deliberate, to the Reception Areas and/or Personal Space(s) and/or the equipment and furniture therein, automatically engages the liability of the Client, including owing to the fault of the Beneficiaries. In this situation, the Client undertakes to cover the costs necessary to restore the Reception Areas and/or Personal Space(s) and/or the equipment which have been damaged or destroyed into their original condition.

The Client and the Beneficiaries may not sell or distribute any product in the Reception Area / Personal Space, or outside of this area within the Circuit.

Any advertising and publicity or promotional action, distribution of flyers/brochures and goodies, in the Reception Area / Personal Space and within or around the Circuit, is prohibited, save with the prior written agreement of SSP ACO, on pain of financial sanctions.

In the event where the Reception Area / Personal Space is privatised for the Client, with the agreement of SSP ACO, the Client may not make any change to the interior fittings or furniture within the Reception Area / Personal Space, save with the prior written agreement of SSP ACO. Where applicable, any adaptations authorised by SSP ACO shall be at the exclusive cost of the Client.

In case of privatisation of the Reception Area / Personal Space, a joint inventory shall be drawn up by SSP ACO and the Client immediately before its provision and immediately after departure of the Beneficiaries from the privatised Reception Area / Personal Space. The Client undertakes to return the Reception Area / Personal Space in the condition and in the layout in which it was provided, no later than 8am on the morning after the day of provision. After the prior validation of SSP ACO, the Client may undertake any advertising and publicity or promotional action, distribution of flyers/ brochures and goodies, in the privatised Reception Area / Personal Space, provided these advertisements or actions are undertaken exclusively inside the privatised Reception Area / Personal Space and are not visible from the outside.

10. CONDITIONS OF VISITS

When the Hospitality Packs and/or Glamping 24 Accommodations include visits or any other activity scheduled at a specified time, the Client undertakes to scrupulously respect and ensure respect by the Beneficiaries for the times defined for the visits and/or activities scheduled within the framework of the Event and included in the Hospitality Packs and/or Glamping 24 Accommodations. If the Beneficiary is late, he will lose the benefit of his visit, or the duration of the

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visit in question may be reduced according to the organisational imperatives of SSP ACO, without the Beneficiary being able to claim any refund or compensation.

11. INSURANCE

The Client is solely responsible for the security of its property and the property of the Beneficiaries within the Reception Areas and/or Personal Space(s). SSP ACO declines any liability in case of loss, theft, fire or damage of any nature suffered within the Circuit, the Reception Area and/or the Personal Space(s).

Generally, the Client shall be liable to SSP ACO, where applicable the lessor/owner of the Circuit, the Reception Areas and/or Personal Space(s) and third parties, for the acts of the Beneficiaries, and notably for damage that may be caused to the structures and equipment of the Circuit, of the Reception Area and/or of the Personal Space(s) provided. Consequently, the Client undertakes to take out insurance covering its liability for all types of bodily injury, material damage and consequential loss, direct or indirect, caused through its fault or that of the Beneficiaries, and to give evidence thereof to SSP ACO on simple request.

12. RESPECT FOR THE RULES OF PROCEDURE OF THE CIRCUIT, SAFETY

The Client undertakes to respect, and ensure respect by the Beneficiaries, for the Rules of Procedure of the Circuit and the areas to which the Hospitality Packs and/or Glamping 24 Accommodations give access, and any safety instruction issued by SSP ACO or any person authorised by it.

SSP ACO reserves the right to refuse access or evict from the Circuit or a Reception Area and/or Personal Space(s) any Beneficiary whose dress or behaviour may disrupt the tranquillity of the Reception Area and/or Personal Space(s), without SSP ACO being able to be held liable towards the Client or the Beneficiary in any way.

13. INTELLECTUAL PROPERTY

The Client recognises that all the exploitation rights (notably reproduction and representation rights) of the image of the Event, whatever the form of the said 'images' (photographs, works of art, televised images, digital images etc...) are the exclusive and unique property of the Automobile Club de l'Ouest (ACO), which will be able to exploit them freely, including commercially, with no territorial or time limit. The Client notably recognizes that he is in no way justified in claiming whatsoever payment or indemnity relative to the image of the Event.

The Client undertakes not to carry out any registration on whatsoever territory, or in whatsoever class, of trademarks bearing all of, or a part of, the trademarks which are the property of ACO, such as, notably: "LE MANS", "24 HEURES DU MANS", "24H LE MANS", "24", "24 HEURES MOTO", "CIRCUIT DU MANS", « AUTOMOBILE CLUB DE L'OUEST » ...

The Client undertakes not to use all of, or a part of, the trademarks which are the property of ACO, including their use in domain names on Internet sites (URL), nor to damage them in any way, especially with regard to their value and reputation, nor to harm the reputation of ACO and its subsidiaries. The same applies to drawings, graphics and logos belonging to ACO.

It is likewise forbidden for the Client to exploit the image of ACO and its subsidiaries and all the events which they organize, for whatsoever purpose or use. The Client will notably refrain from realizing any product which refers to the

trademarks and / or the events organized by ACO and its subsidiaries.

In the event of communication about his presence at the Event, the Client will have to submit any promotional and/or communication support to SSP ACO for prior approval.

The Client commits to never infringing on the reputation of ACO and SSP ACO, their image as well as all the components of their own intellectual property or their partners'.

SSP ACO, without payment of any fee or royalty, shall have the right to use, to reproduce, to have reproduced, to represent, to have represented, with neither territorial nor time limitation, all trademarks, logos, soundtracks, photographs, drawings concerning the Client and the Reception Area / Personal Space on any medium whatsoever for any and all documents, publications, and uses.

For companies or groups, the Client who wishes to acquire a product that incorporates one of the ACO's trademarks will have to contact the Merchandising service at the mail address f.brindeau@lemans.org

The Client undertakes to ensure respect by the Beneficiaries for the provisions of this article "INTELLECTUAL PROPERTY"

14. FORCE MAJEURE - WAIVER OF RECOURSE

SSP ACO may not be held liable to the Client or the Beneficiaries in case of non-performance of its obligations resulting from an event of force majeure or any event outside of its control, such as, but not limited to: fire, flood, hurricane, tornado, earthquake, war, requisition, revolution, riot and people's uprising, act of State, epidemic, suspended or late transport, attack, national mourning, failure to obtain or withdrawal of administrative authorisations, unavailability of key teams participating in the Event or persons essential to the running of the Event, unavailability of tyres and fuel, and any event falling within the definition of Article 1218 of the French Civil Code or usually recognised as such by case law.

Any cancellation, postponement or modification of the conditions of the organization of the Event (notably Event held behind closed doors, reduced number of spectators) due to the pandemic of Covid-19 or measures of any authority in response to this pandemic, will have the same consequences as a case of force majeure.

The Client and the Beneficiaries accept all vagaries of the Event and its organisation and are consequently prohibited from any remedy against SSP ACO owing to incidents that may occur during the Event and change its duration and/or conditions.

15. PERSONAL DATA

The personal data of the Beneficiaries are collected so they can benefit from the services included in the Hospitality Packs and/or Glamping 24 Accommodations. They shall be kept for the duration necessary to this processing. The Client's personal data are collected for the processing and monitoring of its order. They may be used by SSP ACO and the companies affiliated thereto for the purposes of sales canvassing, surveys, and to pass on information about the products and services offered by SSP ACO and its affiliates, when the Client has expressly accepted this.

In accordance to the Law of Data Protection of January 6, 1978 and the Regulation (EU) 2016/679 (General Data Protection Regulation), the Client and/or the Beneficiaries can exercise the right of access, rectification, suppression, limitation of treatment and data portability by sending a request to the following address: Société Sportive Professionnelle de l'Automobile Club de l'Ouest, Service Juridique, Circuit des 24 Heures, 72019 Le

Mans Cedex 2 or to the following email : dpo@lemans.org accompanied by a two-sided copy of a proof of identity.

To learn more about the processing of their data and their rights, the Client and the Beneficiaries can consult the Privacy Policy available on the website www.lemans.org

16. CONFIDENTIALITY

The Client and SSP ACO undertake not to use any of the information received from the other party other than for the purposes of the application of the present TCS and to keep all information thus obtained strictly confidential and secret.

17. NULLITY / ABSENCE OF NOVATION

Should a clause of the present TCS become null and void, the TCS and the other clauses shall remain valid.

In case that SSP ACO has not required the full implementation of some clauses and / or provisions of the present TCS, this will not lead to any novation of the present TCS regarding these clauses and /or obligations which, unless there is a written derogation, shall remain entirely applicable.

18. DISPUTES / COMPLAINTS

No dispute or complaint of any nature shall be admissible more than seven (7) calendar days after occurrence of the event criticised.

Complaints sent must first be the subject of an attempt at amicable settlement.

The liability of SSP ACO is limited to the amount of the price of the Hospitality Packs and/or Glamping 24 Accommodations ordered.

19. APPLICABLE LAW / JURISDICTION

These TCS are subject in all respects to French law. If the Client has the capacity of trader, any dispute, including in case of multiple defendants or introduction of third parties, shall be brought before the competent courts of Le Mans.

If the Client does not have the capacity of trader, any dispute shall be brought before the competent court of the place of address of the defendant or execution of the service. The Client having the capacity of consumer may refer the matter either to one of the courts with territorial jurisdiction pursuant of the French Code of Civil Procedure, or to the court of the place in which he lived at the time of conclusion of the contract or occurrence of the damaging event.