

### 1. DEFINITIONS

These General Terms and Conditions of Sale, hereinafter referred to as the "GTC", are concluded between the Société Sportive Professionnelle de l'Automobile Club de l'Ouest, a simplified joint stock company, registered with the Le Mans Trade and Companies Register under number 433 666 229, and any non-professional individual who buys tickets for a sporting event from it, either directly from its services or via its ticketing website (hereinafter referred to as "the Customer").

The "Automobile Club de l'Ouest" is the creator and organiser of the Le Mans 24 hours and various other internationally renowned sporting events.

The Société Sportive Professionnelle de l'Automobile Club de l'Ouest is responsible for managing the financial flows of the sporting events organised by the ACO and the sporting associations associated with the ACO (hereinafter jointly referred to as the "SSP ACO").

The "Ticket" refers to the letter of credit giving access to all or part of the enclosures in which the sporting events take place, as well as to all or part of the sporting event organised. The term "Ticket" may also refer to the letter of credit giving access to all or part of the car parks and reception areas made available (whether or not in return for payment) to spectators at sporting events.

The "Beneficiary" means the person who will be the bearer of the Ticket and who will attend the Sporting Event.

"Purchase" means the acquisition by the Customer of one or more Tickets.

"Holding" means being the holder of a Ticket for access to the Sporting Event.

The "Sporting Event" refers to the preliminary stages (timed or untimed trials; qualifying, etc.) as well as the Event itself (race) and, finally, all the activities directly or indirectly linked to the event (concerts; funfair, etc.).

"Trial" means the race (excluding free practice or qualifying) held during the Sporting Event or, where more than one race is held during the Event, the first race.

### 2. PURPOSE

The purpose of the GTC is to define the contractual relations between the SSP ACO and the Customer and/or Beneficiary and the conditions applicable to any Ticket purchased directly with it (shops and ticketing service) and on the SSP ACO's online ticketing service at the internet address https://ticket.lemans.org or to any Ticket Holding.

Any Purchase and any Holding therefore entails the express, full, and unreserved acceptance by the Customer and/or the Beneficiary of the GTC and the Bylaws of the Le Mans Circuits (which can be consulted at the following address: <a href="https://assets.lemans.org/explorer/pdf/entreprises/reglements-interieur/rules-and-regulations-of-the-le-mans-circuits.pdf">https://assets.lemans.org/explorer/pdf/entreprises/reglements-interieur/rules-and-regulations-of-the-le-mans-circuits.pdf</a>), which they acknowledge having read prior to their order and/or the Sports Event.

The SSP ACO may modify the GTC at any time, to comply with any new regulations or to improve the use of its website https://ticket.lemans.org or for any personal reasons. As a result, the applicable conditions will be those in force on the date of the order of the Ticket(s) by the Customer.

Special conditions of sale specific to each Sporting Event may be established by the SSP ACO (pricing, number of places available at a reduced rate, etc.). These special conditions are indicated in the presentation of each Sporting Event in question.

Any order for a reduced-price ticket must be accompanied by the presentation of the corresponding proof (online download according to the information indicated).

Failing this, the Customer must pay the SSP ACO the difference between the price of the initial Ticket and the price of the full-price Ticket.

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Any tolerance or waiver on the part of the SSP ACO in the application of all or part of the clauses of the GTC, regardless of the date, frequency, or duration, shall not, in the absence of a written agreement to this effect, be deemed to constitute a modification of the GTC or to generate or impede any right whatsoever.

#### 3. ORDERING TICKETS

#### 3.1. OVERSIGHT

Orders for Tickets can only be placed from the opening date for orders announced each year by the SSP ACO. Any order requests received before this date will not be considered. The Customer must reiterate his request at the appropriate time.

Orders are placed in French or English (at the Customer's discretion) and in Euros.

Any order can be placed by the Customer:

- By telephone to the SSP ACO Ticketing Department on +33 (0) 2 43 543210
- By mail to the ticketing department serviceclients@lemans.org
- Via the internet at https://ticket.lemans.org
- Physically in official sales outlets (shops (except Le Mans shop), ticketing service....)

The order will be conditional on the availability of seats on sale at the time of placing the order. Furthermore, orders that do not meet the special conditions issued for the Sports Events and/or if the Customer is a member of the Automobile Club de l'Ouest association, the special conditions of membership, cannot be taken into account.

For any order, the Customer shall bear the telecommunication costs of accessing the Internet and using the https://ticket.lemans.org website, of making a telephone call or making a physical visit. The Customer may not under any circumstances demand any compensation for the malfunctioning of all or part of these means of ordering Tickets.

## 3.2 ONLINE ORDERS

The procedure for placing an order online on the SSP ACO website: https://ticket.lemans.org comprises the following steps:

- Search for and selection of the Sports Event for which the Customer places the order
- Choice of Ticket(s)
- Add Tickets to the "shopping cart"
- Check the details of the order in the "shopping cart"
- "Add accommodation" proposal
- Check the total price of the order in the "shopping cart"
- Proposal of an insurance product
- Choice of delivery method for the Ticket(s)
- Modification of possible errors
- Log in to your ACO customer account or create an ACO customer account if you have not already done so
- Information or verification of the Customer's details
- Consultation and acceptance of the GTC and the Bylaws by ticking the box provided for this purpose
- Validation of the order
- Payment of the order by the Customer
- Sending an acknowledgement of receipt of the order
- Sending an acknowledgment of receipt of the order for the insurance product
- Information about the possibility of downloading an invoice in the customer area

The Customer may go back in the order process in order to make changes to the Tickets selected, until final payment of the order. When ordering for the first time, the Customer will have to create a "customer account" on the website https://account.lemans.org where he must fill in all the information requested.

The provisions on the protection of personal data are set out in Article 11 of the GTC.



The Customer undertakes to ensure that the declarations made on the day of the order are true.

The SSP ACO may ask the Customer for additional information on his identity and the identity of the holder of the bank card used for payment, depending on the amount of the order. It may also request confirmation of the Customer's address.

In the absence of this information, the SSP ACO will not be able to register an order. The SSP ACO cannot be held responsible for input errors, nor even for the consequences in terms of delay or error in delivery. In this hypothesis, the costs incurred for a reshipment will be borne by the Customer in full.

In the event of prolonged inactivity during the connection, the availability of the articles chosen before this inactivity may not be guaranteed. Therefore, the Customer will be asked to restart the order process from the beginning.

To validate his order, the Customer must confirm that he has read the GTC and the Bylaws accessible via specific links and accept them by ticking the box provided for this purpose.

Once the order has been validated by the Customer (synonymous with a firm and definitive commitment on his part), the latter will receive a confirmation e-mail acknowledging receipt of the order. For this purpose, the Customer must provide an effective e-mail address. This acknowledgement of receipt will indicate that the order has been taken into account, validated by the SSP ACO and paid for (subject to the validity of the transaction and the payment).

In accordance with the provisions of the Consumer Code, the SSP ACO reserves the right to refuse any order for legitimate reasons, in particular in the event of payment problems, foreseeable delivery problems, abnormal orders or orders placed in bad faith, or if necessary to request supporting documents.

#### 3.3. ORDER BY EMAIL

When the Customer contacts the SSP ACO by email to purchase Tickets, he will receive on the e-mail address he used to send the e-mail, an order number and a direct link to the https://ticket.lemans.org website and will follow the process set out in article 3.2 above. The Tickets selected by the Customer will be available directly in the shopping cart of his customer account. The Customer has a period of 72 hours from the sending of the e-mail by the SSP ACO to pay for his order, failing which the order will be cancelled and the availability of the Tickets will no longer be guaranteed by the SSP ACO.

The Customer may also choose to receive a PaybyLink link by email to pay for their order. The Customer has 72 hours from the date the PaybyLink link is sent by SSP ACO to pay for their order, otherwise the order will be cancelled and the availability of the Tickets will no longer be guaranteed by SSP ACO.

## 3.4. ORDER BY PHONE

If the Customer contacts the SSP ACO by telephone to purchase Tickets, he will receive on the e-mail address he provided by telephone, an order number and a direct link to the https://ticket.lemans.org website and will follow the process set out in article 3.2 above. The Tickets selected by the Customer will be available directly in the shopping cart of his customer account. The Customer has a period of 72 hours from the sending of the e-mail by the SSP ACO to pay for his order, failing which the order will be cancelled and the availability of the Tickets will no longer be guaranteed by the SSP ACO.

The Customer may also choose to receive a PaybyLink link by email to pay for their order. The Customer has 72 hours from the date the PaybyLink link is sent by SSP ACO to pay for their order, otherwise the order will be cancelled and the availability of the Tickets will no longer be guaranteed by SSP ACO

SSP ACO disclaims all liability in the event of incorrect transcription by the SSP ACO operator of information transmitted by the Customer over the telephone.

### 3.5. <u>IN-STORE ORDERS, TICKETING SERVICE, TICKET OFFICES</u>

If the Customer buys a Ticket directly from the SSP ACO services (shop, ticketing service, ticket offices), he can consult the General Terms and Conditions of Business on the spot before purchasing the Ticket and receive a copy on request.

Once the order has been paid for, the Customer will be issued with Tickets.

The issue of a receipt is not compulsory. An invoice can be given to the Customer if he wishes.

## 4. PRICE / PAYMENT



## 4.1. <u>PRICE</u>

The prices of the Tickets are indicated in euros, inclusive of all taxes, taking into account the VAT applicable on the date of the order, excluding the cost of preparation and delivery. The SSP ACO reserves the right to modify its prices at any time, it being understood, however, that the Tickets will be invoiced on the basis of the prices in force at the time of confirmation of the orders. At the Customer's request, Tickets may be sent by secure mail, subject to payment by the Customer of the associated shipping costs in force at the time of the request and charged by the carrier where applicable (different depending on the destination - France, European Union or outside the European Union).

### 4.2. TERMS OF PAYMENT

#### 4.2.1. PAYMENT

The currency of payment is the Euro with the exception of any other currency. The entire payment is due at the time of the order. The only methods of payment accepted are by credit card for online payment, Google Pay and Apple Pay.

Only Visa, Eurocard, MasterCard, and American Express are accepted by the SSP ACO. Customers guarantee that they are fully authorised to use the bank card and that this bank card gives access to sufficient funds to cover all costs resulting from the order. The bank card will be debited as soon as the order is finally validated, independently of the actual material possession of the Tickets.

The Customer may pay the amount of the order in three (3) instalments free of charge, the first instalment being due at the time of the order, the second the following month, and the third instalment two months after payment of the first instalment. In any event, full payment of the price must have been made before the date of the Sporting Event corresponding to the Tickets ordered. Failing this, the Customer will no longer be entitled to any rights or services arising from the holding of Tickets.

The SSP ACO has entrusted its payment system to Adyen, a service provider specialising in the security of online payments. The SSP ACO guarantees the total confidentiality of the Customer's banking information, secured by the SSL protocol, which systematically checks the validity of access rights during payment by bank card and encrypts all exchanges to guarantee confidentiality.

If the Customer orders in the store or at the ticket office, he may pay by credit card, cash (up to a maximum of EUR 1,000), "ticketing SSP ACO" gift card or holiday vouchers. Change is not given for holiday vouchers or gift cards.

## 4.2.2. BANK CARD FRAUD MEASURES

SSP ACO reserves the right to verify the personal data provided by the Customer and to adopt all measures deemed necessary to verify that the person whose bank account is debited is indeed the person who placed the order, to avoid any fraudulent payment. This verification may take the form of a request for proof of identity and/or residence and/or bank documents (RIB). If the Customer fails to respond to such a request within five (5) days of the request made by SSP ACO, the order in question shall automatically be cancelled, without any possibility of a subsequent complaint.

SSP ACO shall also be at liberty to cancel an order directly if it presents one or more risk factors for fraudulent use of a bank card.

### 4.2.3. BILLING

An invoice is issued for each order validation on the https://ticket.lemans.org website.

For an order on the websitehttps://ticket.lemans.org, the Customer can download the electronic version (Adobe Acrobat) of his invoice in the "My account" area.

In the event of an invoice dispute, whether before or after delivery of the corresponding order, SSP ACO reserves the right to suspend the customer's account until the disputed situation has been settled and to suspend the preparation of any orders in progress, even if these have not been the subject of any dispute as such.

### 4.3. <u>NON-PAYMENT</u>

In the event of rejected direct debits (other than a technical incident not attributable to the Customer), the SSP ACO will be entitled to refuse to grant the Tickets to the Customer without any prior formality. In such a situation, the Customer may no longer claim any rights and services resulting from the holding of Tickets.



The SSP ACO may demand reimbursement from the Customer of all bank charges and ancillary costs which have been charged to the SSP ACO.

#### 5. DELIVERY OF TICKETS

#### 5.1. <u>COMMON PROVISIONS</u>

The delivery method of Tickets is linked to the time period between the date of booking and the date of the chosen Sports Event. The Customer will be able to choose between different methods of delivery of the purchased Tickets such as:

- shipping of Tickets only via a dedicated postal service (secure mail service), to the address indicated at the time of purchase, subject to additional shipping and handling fees, the amount of which is set by SSP ACO and is provided at the time of the order. These Tickets are delivered against a signature.
- the download of the "M-ticket" via the installation of the "LE MANS TICKETS" application by the Customer, the download link of which has been sent to the email address provided by the Customer when ordering or in his customer account.
- collection from an official point of sale (except for orders placed on the website https://ticket.lemans.org).

The Customer acknowledges and accepts the fact that the delivery of the Tickets that he has ordered and paid for may take place several months after the date of his payment, without this calling into question the validity of the transaction or justifying any compensation whatsoever, it being understood that this delivery will take place before the start of the sporting event concerned by the Tickets or that the latter will be made available to the Customer, with proof of purchase and at no additional cost, on the day of the sporting event in official sales outlets.

## 5.2. "M-TICKET" FEATURES

By choosing the "M-ticket", the Customer and/or the Beneficiary of a "M-ticket" must download the "LE MANS TICKETS" application available on the Apple store and on the Google play store. The Customer must create an account by entering the same e-mail address as the one given at the time of ordering. He will be able to transfer a link to the Beneficiary so that the latter can also download the application and use the "M-Billet" on his mobile.

The "M-ticket" available on the application contains:

- A unique QR Code, different for each ticket, which will be scanned at the entrance to the venue of the Sporting Event;
- The information usually mentioned on a Ticket.

The "M-ticket" allows access to the Sporting Event to a single spectator. If a second identical "M-ticket" is presented to the access control of the enclosures, the holder of this copy will not be able to enter the enclosures.

The Customer and/or the Beneficiary remains responsible for the use of his "M-tickets".

Photos, copies, imitations, counterfeits and prints of "M-ticket" will not be accepted.

In order to allow the control of the "M-ticket", the Customer and/or the Beneficiary must ensure that the battery of his mobile or tablet is sufficiently charged to allow the display of his "M-ticket".

At the entrance to the venue of the Sporting Event, a proof of identity may be requested to identify the Customer and/or the Beneficiary of the "M-ticket".

SSP ACO accepts no responsibility in case of impossibility by the Client and/or the Beneficiary to access to the "M-ticket" on his mobile phone or tablet, not due to a failure of SSP ACO's obligations (defective mobile, non-compatible mobile, lack of sufficient brightness on the mobile to read the "M-ticket", etc).

SSP ACO may under no circumstances be held liable for any direct or indirect damage resulting from, in particular:

- The failure of any receiving equipment or communication lines;
- Problems with routing, downloading and/or losing any e-mail and, more generally, problems causing the loss of any data;
- Download issues with the "LE MANS TICKETS" application or the "M-ticket" arising from any dysfunction of the Internet or any other problem related to the telecommunications networks.

## 6. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

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## 6.1. COMMON PROVISIONS

#### 6.1.1. USE AND PURPOSE OF TICKETS

The Customer and/or the Beneficiary acknowledges that the sole purpose of the Tickets is to allow his access to the venues in which the Sports Event is taking place. Any other use is prohibited.

Any minor under the age of 16, even if he holds a Ticket, will only have access to the venues in which the Sports Event takes place if he is accompanied by an adult holding a Ticket.

The Tickets are intended for individuals for non-commercial use.

As a private individual, the Customer and/or Beneficiary declare that he is not a professional in the leisure, tourism or any other commercial sector related to these activities, and do not purchase or use the Tickets for professional, commercial, or general profit-making purposes.

For any professional use, the Customer and/or the Beneficiary must contact the Ticketing Department on +33 (0) 2 43 543210 or by email at service clients@lemans.org.

When the Customer orders Tickets for other persons, in compliance with the provisions of this article, the Customer undertakes to inform the Beneficiary(ies) of the obligations provided for in these GTCs, linked to the holding of a Ticket.

The Customer and/or the Beneficiary must diligently keep the Tickets purchased. SSP ACO will not issue any duplicates of the latter, unless expressly authorised in exceptional circumstances.

All Tickets may not be resold or transferred under penalty of law, except on SSP ACO's internal ticket resale platform at the following URL: https://ticketchange.24h-lemans.com/ and under the conditions for the platform (all tickets will be transferred at the price of the initial ticket, the sall will only be valid from the time of payment of the ticket by the buyer, etc...).

Any lost, stolen, or damaged Ticket that cannot be scanned will not be reimbursed by the SSP ACO, even if proof of purchase is provided.

#### 6.1.2. PRESENTATION AND CHECKS OF TICKETS

The Customer and/or the Beneficiary is informed that it is his responsibility to comply with the procedure put in place by the SSP ACO with regard to the inspection of Tickets both on entering and leaving the enclosures, which may consist in particular of a systematic scanning of the Tickets. Any refusal by the Customer to comply with the control procedure put in place will result in the Customer being denied access to the enclosures and/or being expelled from them.

Items prohibited by the Le Mans Circuit Regulations will be seized by the competent authorities. The SSP ACO will not be held responsible if certain objects are seized by the competent authorities.

The Customer's and/or the Beneficiary's attention is drawn to the fact that he must obtain from the SSP ACO, when leaving the enclosures, a scan of his Ticket or any other form of proof put in place by the SSP ACO, which will enable him to return to the enclosures. If the Customer and/or Beneficiary fails to take the precaution of obtaining such proof, he will be forbidden from entering the enclosure and will not be entitled to obtain any compensation or refund.

## 6.2. RIGHTS AND OBLIGATIONS OF A CUSTOMER WHO IS A MEMBER OF THE ACO

The Customer who is a member of the ACO (member of the ACO Club) has the possibility of purchasing a limited number of Tickets at a ACO member price. Beyond this number, the general public price will be applied.

To benefit from this "ACO member" rate, the Customer must be up to date with his membership at the time of booking and payment of their order.

The special conditions of membership will indicate the number of Ticket(s) to which the ACO member Customer is entitled per membership, per year and per event.

#### 7. INSURANCE

No insurance is included in the rates applicable of tickets.

SSP ACO may recommend that an insurance policy be taken out to cover certain cases of cancellation the price of which will be added to the price of the initial Ticket at the time of purchase.



#### 8. HEALTH REGULATIONS

If a Health Protocol is in force, the Customer and/or Beneficiary, by entering the Circuit enclosure within which the Sporting Events take place, accepts to be bound by it, including any modifications that may be made thereto, and undertakes to comply with it in all respects whenever he is required to enter the Circuit enclosure on the occasion of a Sporting Event. If a Health Protocol is in force, it will be available for consultation on the ACO website: lemans.org or on the Event website.

#### 9. FORCE MAJEURE - CANCELLATION - POSTPONEMENT OR INTERRUPTION OF THE SPORTING EVENT

## 9.1. FORCE MAJEURE – CANCELLATION/POSTPONEMENT OF THE SPORTING EVENT

SSP ACO cannot be held liable towards the Customer and/or the Beneficiary in the event of non-performance of its obligations resulting from an event of force majeure falling within the definition of article 1218 of the French Civil Code or usually recognised as such by case law or any event which, although not corresponding to the legal or case law definition of force majeure, produces the same effects, such as, but not limited to fire, flood, hurricane, tornado, earthquake, war, requisition, revolution, riot and uprising, French conception of "fait du prince", epidemic, interruption or delay in transport, terrorist attack, national mourning, failure to obtain or withdrawal of administrative authorisations, unavailability of the leading teams participating in the Sporting Event or of the people necessary to the realisation of the Sporting Event, unavailability of tyres or fuel.

Any cancellation, postponement, or modification of the conditions of organisation of the Sporting Event (closed doors, reduced number of spectators) due the existing geopolitical and health context or to the measures taken by any authority in response to this geopolitical and health context will have the same consequences as a case of force majeure.

In case of cancellation, postponement, or modification of the conditions of organisation of the Sporting Event (in particular closed doors, reduced number of spectators) by SSP ACO due to a force majeure event, it may offer a voucher to the Customer amount to the value of the price of the Ticket(s) initially purchased. This voucher will be valid for eighteen (18) months on the ticketing of the Sporting Events that will be on opened during this period.

If the Customer does not wish for a voucher, SSP ACO may refund the Ticket, retaining the amount of 7.5% of the ticket price, which represents the refund management fees.

## 9.2. INTERRUPTION OF THE SPORTING EVENT

The Customer and/or Beneficiary accepts all the risks of the Sporting Event and its organisation and consequently refrain from any action against SSP ACO due to incidents that may occur during the Sporting Event and modify its duration and/or conditions.

No refund, even partial, of the Ticket will be operated if the Sporting Event is interrupted more than one hour after the start of the Event in the case of Tickets allowing attendance to the Event, or more than one hour after the start of the preliminary events in the case of Tickets allowing attendance to the preliminary events organised as part of the Sporting Event.

The Customer and/or the Beneficiary is informed and accepts that the SSP ACO is free to modify the duration and/or the programme of the Sporting Event at any time, due to force majeure, without this giving the right to the Customer to obtain a refund, even partial, of their Tickets.

## 9.3. IMPOSSIBILITY FOR THE CUSTOMER/BENEFICARY TO ATTEND THE SPORTING EVENT

If the Customer and/or Beneficiary is unable to participate in all or part of the Sporting Event for personal, medical, technical or any other reason, the Ticket may not be reimbursed in any way by SSP ACO, even upon presentation of proof.

### 10. RIGHT OF WITHDRAWAL



Pursuant to Article L. 221-28 of the French Consumer Code, the 14-day right of withdrawal provided by law for consumers cannot be exercised for contracts for the sale of leisure activities on a specific date or during a specific period. The Customer, having the capacity of consumer in the sense given by the Consumer Code, who has ordered a Ticket for a Sports Event on the website https://ticket.lemans.org or by any other means of distance selling (e-mail, or telephone) does not therefore benefit from any withdrawal period.

#### 11. PROTECTION OF PERSONAL DATA

SSP ACO undertakes to ensure the confidentiality of the Customer's personal data and to process it in accordance with current laws and regulations.

The personal information collected within the framework of the order placed is the subject of automated processing by the SSP ACO and is essential for logging the Customer's request. In addition, it enables SSP ACO to contact the Customer, as far as possible, in the event of cancellation or modification of the date, time or place of a Sports Event for which the Customer has purchased Tickets.

It may be disclosed to partner companies of SSP ACO if the Customer has accepted this by ticking the boxes provided for this purpose.

All Customers have a right of access, rectification, a right to be forgotten, a right to limit the processing of data concerning them and a right to the portability of their data. All requests should be sent to the ACO, together with a copy of both sides of a proof of identity, to the following address Automobile Club de l'Ouest - Circuit des 24 Heures du Mans - CS 21928 - 72 019 LE MANS CEDEX 2, or dpo@lemans.org.

For more information on how personal data is collected, processed, used, and protected by SSP ACO and on the rights available to the Customer, the Customer may consult the SSP ACO's Personal Data Protection Policy at

https://www.lemans.org/fr/page/donnees-personnelles/2421.

Cookies record certain information that is stored in the memory of the Customer's disk. Under no circumstances do cookies contain confidential information, such as name or credit card number, but they do allow us to keep track of the items selected during previous visits.

## 12. INTELLECTUAL PROPERTY

All elements of the https://ticket.lemans.org site are and remain the exclusive property of the SSP ACO. No one is authorised to reproduce, exploit, or use in any way whatsoever, even partially, elements of the site, whether in the form of a photo, logo, visual or text.

The Customer and/or the Beneficiary undertake not to register on any territory whatsoever and in any class whatsoever, trademarks owned by the ACO.

The Customer and/or Beneficiary undertake not to damage in any way whatsoever the brands owned by the ACO and in particular their value or reputation as well as that of the ACO.

The Customer and/or the Beneficiary are also prohibited from exploiting the image of the ACO, including the image of sporting events organised or co-organised by the ACO, for any purpose whatsoever. The Customer and/or the Beneficiary shall in particular refrain from producing any product (including one that is merely for information purposes) that mentions the ACO's brands and image.

Any person attending, or authorising any minor for whom he is responsible for to attend, the Sports Events organised directly or indirectly by the SSP ACO consents and grants free of charge to the SSP ACO the right to use and reproduce his image and voice (or that of the minor for whom he is responsible) on any medium in connection with the Sports Event and/or the promotion of the sports arenas and activities of the SSP ACO, such as photographs, television broadcasts and giant screens, broadcasts and/or video or sound recordings, for a minimum period of 10 years and throughout the world and indefinitely renewable by tacit agreement for successive periods of 3 years. It is the responsibility of the Customer and/or Beneficiary who wishes to terminate this authorisation to inform the ACO by registered letter with acknowledgement of receipt, giving 6 months' notice before the date from which the authorisation is tacitly renewed.

The Customer and/or Beneficiary is furthermore informed that, for his security, all enclosures within which the Sports Event takes place may be equipped with a video surveillance system placed under the control of Officers of the Judicial Police and likely to be used in the event of criminal proceedings. A right of access is provided for in accordance with the French Internal Security Code.



#### 13. HEADINGS

The headings of the articles contained in these GTC are for convenience of reference only. They may not be used to interpret, limit, or modify the GTC.

#### 14. SEVERABILITY OF CLAUSES

If any of the terms of the GTC are deemed illegal or unenforceable by a court decision, the other provisions shall remain in force. Thus, the nullity, invalidity, lack of binding force or unenforceability of any of the provisions of the GTC shall not entail the nullity, invalidity, lack of binding force or unenforceability of the other provisions, which shall retain all their effects. In all cases, no deviation from the GTC shall be permitted without the express prior agreement of SSP ACO.

#### 15. LACK OF NOVATION

The fact that SSP ACO has not demanded the full application of certain clauses and/or provisions of the GTC shall not result in any novation of the GTC with regard to said clauses and/or obligations which, in the absence of a written waiver, shall remain fully applicable.

#### 16. MEDIATION

In the event of disputes arising from the interpretation, performance, or termination of the GTCs, SSP ACO and the Customer agree to give priority to seeking an amicable agreement. In accordance current French law, the Customer having the capacity of consumer may resort to mediation for consumer disputes related to a purchase carried out with the SSP ACO. In accordance with provisions relating to mediation, any consumer dispute must be referred in advance in writing to the SSP ACO Legal Department (juridique@lemans.org) before any request for mediation.

No complaint or dispute with SSP ACO, whatever its nature, will be accepted more than fifteen (15) calendar days after the occurrence of the reproached act. Priority will be given to attempts at amicable settlement as set out above. In any event, SSP ACO's liability is limited to the price of the tickets ordered.

#### 17. APPLICABLE LAW AND JURISDICTION

The GTC are subject to French law in all respects.

The SSP ACO and the Customer shall seek to amicably resolve any dispute arising from the interpretation or performance of these GTC. If the dispute between the Consumer and the SSP ACO cannot be resolved amicably, including by mediation, it will be submitted to the jurisdiction of one of the territorially competent courts under the Code of Civil Procedure or, if it is seized by the Consumer, at his discretion, to the jurisdiction of the court of his domicile at the time of the order or of the occurrence of the harmful event.

Any dispute between the Customer, who is not a consumer, and SSP ACO relating to the interpretation, performance, or termination of the GTCs which could not be resolved amicably shall be submitted to the competent courts of Le Mans.