# GENERAL TERMS AND CONDITIONS OF SALE OF HOSPITALITY PACKAGES 2023 Rugby World Cup at the Stade de France

The original contractual General Terms and Conditions (including the Appendices) have been drawn up in French. The English language translation is provided by VINCI Stadium for information purposes only and for the convenience and the understanding of the Client. Consequently, in case of difficulty of interpretation or a discrepancy between the French text and the English text, the original documents in French shall prevail over the translations and shall be used to resolve any ambiguity as to their interpretation and application.

Original French text available by clicking here or at www.stadefrance.com/fr/xxxxxx

These General Terms and Conditions of Sale of Hospitality Packages (hereinafter the GTCS) are published by VINCI Stadium, the seller of Hospitality Packages for Rugby World Cup Matches held at the Stade de France. The contact details of VINCI Stadium are as follows:

VINCI Stadium, a *société par actions simplifiée* [simplified joint stock company, or SAS] with registered capital of 15,015,000 euros, having its registered office in Rueil Malmaison (92500), at 12-14, Rue Louis Blériot, registered under No. 515 114 400 with the Nanterre Trade and Companies Register, whose address for service is 23 Avenue Jules Rimet, 93210 Saint-Denis La Plaine, telephone number: 01 55 93 00 20 and email address: Backoffice2023@vinci-stadium.com, and holder of professional liability insurance;

VINCI Stadium is subject to value added tax and identified by an individual number pursuant to <u>Article 286b of</u> the *Code général des impôts* [French general tax code]: FR80 518 114 400.

These GTCS and the special terms and conditions contained in the purchase order attached to the GTCS, the Special Terms and Conditions of Sale applicable to GOLD category tickets relating to hospitality packages published by GIP France 2023 attached as Appendix 1 (hereinafter referred to as the "STCS"), the Internal Rules of the Site (unified rules for all stadiums) and the Internal Rules for the Site Hospitality Areas (hereinafter referred to collectively as the "Client Contract") govern the purchase of Hospitality Packages by the Client.

The Internal Rules of the Site, displayed at the entrances to the Site, are available on the website of GIP FRANCE 2023 and on the stadefrance.com website, and the Internal Rules for the Hospitality Areas are also available on the stadefrance.com website.

By purchasing one or more Hospitality Package(s), the Client has agreed to be bound by each of the provisions contained in the Client Contract. Accordingly, the Client must ensure that they have read and understood the provisions of these GTCS and the STCS forming an integral part of the Client Contract before purchasing one or more Hospitality Package(s). VINCI STADIUM reserves the right to amend the GTCS at any time and without prior notice. However, the applicable GTCS are those accepted by the Client on the signing date of the purchase order attached to the GTCS.

Any contrary terms and conditions, in particular terms and conditions of purchase, are unenforceable against VINCI STADIUM. No other condition shall prevail over the Client Contract, except written amendments signed between the Parties.

It is specified that in the event of a contradiction between these GTCS and the STCS, the GTCS shall prevail and apply.

In general, in all instances where non-compliance with the provisions of the STCS results in the non-reimbursement of the Ticket for the Client and/or their Guests for any reason whatsoever, it is expressly specified that this shall automatically entail, without prior notice and without formality, the non-reimbursement of the entire Hospitality Package in which the Ticket is included, given the inseparable nature of all the elements included in the Hospitality Package (Ticket, services, parking, etc.).

In particular, in the event of refusal of access for non-compliance with the conditions of access by the Client and/or their Guests, the Client's and/or their Guests' Hospitality Package shall not be refunded. Similarly, in the event of the expulsion of the Client and/or their Guests from the Site for any reason whatsoever, the corresponding Hospitality Packages shall not be refunded.

The Client may be any legal entity, or natural person, who purchases one or more Hospitality Packages from VINCI Stadium by entering into the Client Contract.

The Client shall guarantee compliance with the entire Client Contract by all their Guests.

#### 1. **DEFINITIONS**

The definitions are set out in Appendix 1.

#### 2. COMPOSITION OF THE HOSPITALITY PACKAGE

A Hospitality Package comprises a ticket corresponding to one grandstand seat in the Gold category, one parking space (or the number specified in the special terms and conditions of the purchase order), as well as a set of hospitality services, accessed in an inseparable manner, at said seat as designated in the special terms and conditions shown on the purchase order, whether the place of delivery of hospitality services is a box (Box) or a lounge (Lounge) located inside the Site or outside the Site.

A Box is a private or shared area to accommodate guests, located within the Site, around the pitch, with direct access to the adjoining stadium seats.

A Lounge is a reception area located inside or outside the Site, making it possible to accommodate guests having a seat in the stands.

Only an order for a box for its full capacity, or a lounge for its full capacity, may generate the allocation of accreditation (in the name of the Client) for the person in charge of reception within the fully private Box or Lounge, subject to the access conditions set by GIP FRANCE 2023.

In order to guarantee the best access conditions for people with disabilities, the Client must, if possible, inform VINCI STADIUM thereof before placing an order and no later than 72 hours before the Match Day.

It is specified that GIP France 2023 is the manager and issuer of the Tournament ticket office. GIE Rugby Hospitalités de Voyages exclusively supplies GOLD category tickets to GIP France 2023. These GOLD tickets are packaged by VINCI STADIUM to create the Hospitality Packages it markets under the terms and conditions of the Client Contract. In this context, VINCI STADIUM collects on behalf of GIE Rugby Hospitalités et Voyages and pays it the ticket office earnings corresponding to the GOLD Category Tickets included in the Hospitality Packages it sells.

# 3. ORDERS AND PRICES

The Client Contract applies to the purchase of the Hospitality Package by the Client.

The Hospitality Package is only valid for the Match shown on the front side of the Ticket forming part of it, on the date recorded thereon or, in the event of postponement, the date of the postponed Match. The Hospitality Package, particularly including the Ticket which forms a part thereof, is neither exchangeable nor refundable, without the possibility of reselling it by any means whatsoever. The Hospitality Package is not divisible, in that the Ticket cannot be resold independently.

Depending on the current offer, the purchase may relate to Hospitality Packages sold by unit or in multi-Match packs including one or more Hospitality Package(s) for several Matches and sold at a fixed price.

The Client purchases from VINCI STADIUM, and VINCI STADIUM sells the number and type of Hospitality Packages ordered by the Client on the date of receipt by VINCI STADIUM of the Client Contract duly signed by the Client. In the event of limited stock, VINCI STADIUM will inform the Client prior to the conclusion of the Client Contract of the need for an order confirmation by VINCI STADIUM. This order confirmation will take place upon receipt of the signed Client Contract (this confirmation being subject to the availability of the Hospitality Package at the time of receipt by VINCI STADIUM of the duly signed Client Contract).

The Client warrants that all information provided to VINCI STADIUM is complete and accurate.

All orders are firm and final and cannot therefore be cancelled in whole or in part. Apart from the instances of refunds expressly provided for in this Client Contract or the fault of VINCI STADIUM, the Client shall therefore remain liable in all circumstances to VINCI STADIUM for all monies due under the Client Contract.

The Hospitality Packages may only be purchased from VINCI STADIUM or its official agents, or any sales and transfer mechanism authorised by VINCI STADIUM.

VINCI STADIUM alone shall determine its distribution channels for the Hospitality Packages.

In any event, the Hospitality Packages obtained via a distribution channel other than those determined by VINCI STADIUM will be null and void and may be cancelled without the holder of the Hospitality Package (Client, Guest or any other third-party natural person or legal entity) being able to claim any refund for said Hospitality Package.

#### 4. NO RIGHT OF WITHDRAWAL

It is recalled that the right of withdrawal does not apply to the remote sale of Hospitality Packages by VINCI STADIUM, said sale constituting a sale of leisure and catering services to be provided on a specified date or period, within the meaning of Article L. 221-28, 12° of the *Code de la Consommation* [French consumer code].

Consequently, in accordance with the provisions of Article L. 221-5 of the French consumer code, the Client and/or their Guests is/are informed that they cannot exercise their right of withdrawal in relation to the purchase of one or more Hospitality Packages.

#### 5. PAYMENT TERMS

The Client may opt, by ticking the corresponding box on their purchase order, for a cash payment regardless of the amount of their order. In this instance, the Client undertakes to pay one hundred percent (100%) of the Price of the Hospitality Package(s) upon receipt of an invoice.

If the Client has not opted for cash payment, the following payment terms and conditions apply.

If the Client Contract is concluded or confirmed by VINCI STADIUM in the instances provided for in Article 3 above, before 31 December 2021, the Client undertakes to pay, upon receipt of an invoice:

- (a) a deposit of thirty percent (30%) of the Price of the Hospitality Package(s) on the conclusion date of the Client Contract (or the confirmation thereof by VINCI STADIUM under the terms and conditions provided for in Article 3 above);
- (b) a deposit of thirty percent (30%) of the Price of the Hospitality Package(s) as at 1 March 2022; and (c) the balance of forty percent (40%) of the Price of the Hospitality Package(s) as at 1 March 2023.

If the Client Contract is concluded or confirmed by VINCI STADIUM in the instances provided for in Article 3 above, between 1 January 2022 and 31 December 2022, the Client undertakes to pay, upon receipt of an invoice:

(a) fifty percent (50%) of the Price of the Hospitality Package(s) on the conclusion date of the Client Contract (or confirmation thereof by VINCI STADIUM under the terms and conditions set out in Article 3 above); and (b) the balance of fifty percent (50%) of the Price of the Hospitality Package(s) as at March 1, 2023.

If the Client Contract is concluded, or confirmed by VINCI STADIUM in the instances provided for in Article 3 above, between 1 January 2023 and 20 (twenty) calendar days prior to the Match Day (or the 1st Match in the case of multi-Match packs), the Client undertakes to pay, upon receipt of an invoice, one hundred percent (100%) of the Price of the Hospitality Package(s) on the date on which the Client Contract is concluded.

If the Client Contract is concluded, or confirmed by VINCI STADIUM in the instances provided for in Article 3 above, between 19 (nineteen) and 2 (two) calendar days prior to the Match Day (or the 1st Match in the case of

multi-Match packs), the Client undertakes to pay in cash one hundred percent (100%) of the Hospitality Package(s) on the date on which the Client Contract is concluded, upon receipt of an invoice.

An invoice is issued to the Client for each advance and balance payment. The invoice amount will be subject to VAT at the legal rate in force.

VINCI STADIUM informs the Client that it carries out electronic invoicing, which the Client accepts. VINCI STADIUM will send the Client's invoices to the email address shown on the purchase order.

Payment of all monies in accordance with this Client Contract shall be made in euros plus any applicable VAT and/or other applicable taxes, duties, fees or levies specified prior to the conclusion of the Client Contract in the purchase order sent to the Client, by bank transfer to VINCI STADIUM's bank account (the details of which shall be provided to the Client by VINCI STADIUM and specified on the invoice) or by MASTER CARD or VISA payment cards only (via VINCI Stadium's POS, by telephone). Payment by cheque is not accepted.

In general, in accordance with the provisions of Article 1342-7 of the Code Civil [French civil code], it is recalled that the costs of the payment shall be borne by the Client.

The Client undertakes to pay:

- (a) taxes, duties, levies, deductions or withholdings (hereinafter collectively referred to as "Withholdings"); and/or
- (b) bank fees and other fees incurred by VINCI STADIUM as a result of any money transfer, currency conversion or other (together, the "Bank Fees") imposed or applicable to the payment of the Price of the Hospitality Package by the Client by any local government authority regardless of the amount. Therefore, the Client shall be obliged to pay VINCI STADIUM any additional amount which, after such Withholdings and/or Bank Fees have been imposed, will be due to VINCI STADIUM so that VINCI STADIUM can collect the total amount that it would have been entitled to receive in the absence of such Withholdings and/or Bank Fees.

The Client agrees to hold VINCI STADIUM harmless against all claims and/or actions in this respect.

The Price of the Hospitality Package will result in the application of VAT at the rate in force under French law at the time of the sale and such VAT will be invoiced and payable by the Client, regardless of the Client's geographical location or tax residence at the time of sale.

The payment of invoices is due only on the due date.

For Business Clients, late payment penalties are automatically due in default of payment on the day following the payment date shown on the invoice, without a reminder being required. These penalties shall be calculated based on the ECB rate plus 10 points, plus the payment of a fixed fee of 40 euros for the cost of recovery. Without prejudice to any other rights under this Client Contract, VINCI STADIUM shall be entitled, in the event of late payments by the Business Client, to invoice the aforementioned fixed penalties and compensation up to the date of payment.

It is specified that all prices and other fees indicated by VINCI STADIUM under this Agreement are exclusive of taxes, duties and charges imposed or levied in connection with the supply of the Hospitality Packages (including, but not limited to, VAT) which shall also be borne by the Client.

It is specified that if payment is not made within the aforementioned deadlines, the corresponding order will be cancelled automatically and the Hospitality Packages concerned put back on sale, without any right to refund for the Client of the monies already paid.

## 6. DELIVERY OF HOSPITALITY PACKAGES

Provided that the Hospitality Package Price has been paid in full in accordance with Article 5, VINCI STADIUM shall deliver the Event Documents and Tickets corresponding to the Hospitality Package(s), in a virtual format as e-tickets (or, provided that VINCI STADIUM is able to offer it, possibly in the form of m-tickets), unless VINCI STADIUM informs the Client of another delivery and/or collection method for the Event Documents and Tickets.

These Event Documents and Tickets will be sent by email by VINCI STADIUM to the Client's email address as indicated on the Client Contract.

VINCI STADIUM will inform the Client of the implementation of additional dedicated tools for the recovery and printing of the Event Documents and Tickets. The links and codes to connect to the Client account on the dedicated tool will be sent to the Client at their email address as indicated by the Client on the Client Contract.

E-tickets must be printed in portrait format on blank white A4 paper, without changing the font size, with an inkjet or laser printer. No other medium (tablet, mobile computer, mobile phone, etc.) is valid. The Client's attention is particularly drawn to the fact that partially printed, soiled, damaged or illegible Tickets are not considered valid and cannot therefore allow access to the Site.

In the case of m-tickets, the Client and their Guests must have a mobile device in working order which allows the m-ticket's barcode or QR code to be read on its screen (smart-type device).

VINCI STADIUM accepts no liability in the event of loss or theft of the mobile device on which the m-ticket is registered, as well as in the event of a failure of the mobile device (including, but not limited to, insufficient battery charge, inability to display or recover the m-ticket, failure, technical failure of the mobile device, inability to connect to the Internet). If necessary, the Client and/or their m-ticket Guests may present themselves to the customer service department present at the Match site so that the ticket may be printed on a physical medium.

The number and barcodes indicated on the Ticket are identical regardless of whether the Ticket has been delivered in the form of an "e-ticket" or an "m-ticket", and guarantee one passage during the ticket check. The first person to present the Ticket, in the form of an "e-ticket" or "m-ticket" is presumed to be the legitimate bearer, regardless of the name, if any, on the Ticket. VINCI STADIUM will not replace, or reimburse the Client for any Hospitality Packages whose tickets have already been checked and given access to the Site, unless this results from an act of negligence, omission or fault of VINCI STADIUM.

VINCI STADIUM reserves the right to cancel, without prior notice and without refund, the purchase of a Hospitality Package that may present a risk of fraud, particularly in instances of fraudulent use of payment cards, or a threat to the security of the sporting event.

In general, the Documents and Tickets will be sent by email by VINCI STADIUM and/or available on the tool between 1 June 2023 and 6 weeks before the start of the competition.

For orders placed less than one week before the Match, the Event Documents and Tickets corresponding to the Hospitality Packages that cannot be sent by email by VINCI STADIUM or made available on the tool, will be available on-site on the Match Day, subject to payment no later than D-1.

It is the Client's responsibility to inform VINCI STADIUM by email to the following email address: <a href="mailto:Backoffice2023@vinci-stadium.com">Backoffice2023@vinci-stadium.com</a>, of any change to their email address within a reasonable period of time prior to the planned delivery.

## 7. TICKETS

The Client acknowledges that damaged or illegible Tickets (and parking space vouchers and accreditations) cannot be accepted by the Site Operator for admission to the Site or the Site Hospitality Area.

VINCI STADIUM shall not replace, nor reimburse the Client for the Price of the Hospitality Packages concerned, for any Hospitality Packages whose Tickets have been lost, stolen, damaged, made illegible or destroyed (and any parking space vouchers and accreditations), unless this results from an act of negligence or omission by VINCI STADIUM. No duplicates will be issued.

The Client represents and warrants that they purchase the Hospitality Package for use by themselves and their Guests only. The Client has no right to resell, exchange or make available to a third party the Hospitality Package or any element of the Hospitality Package (including, but not limited to, the Tickets).

It should be recalled that, without the prior express consent of VINCI STADIUM and GIP FRANCE 2023, it is strictly prohibited to sell, assign or offer for sale or transfer (particularly on websites, in the vicinity of the Site or in its venue) in any form whatsoever, whether for consideration or free of charge, to a third party, one or more Hospitality Packages and in particular the Tickets allocated exclusively and indivisibly within the framework of the Hospitality Package for their use and that of their Guests. In any event, the Client undertakes to comply with the Client Contract and the Internal Rules of the Site and guarantees the consent of any Guest to the Client Contract and the Internal Rules of the Site, as well as their full compliance by the latter.

In particular, for the purpose of combating the black market, VINCI STADIUM, in coordination with GIP FRANCE 2023, reserves the right to consider invalid, automatically, without prior notice and without formality, Hospitality Packages resold or unlawfully transferred, including the Ticket(s). The Client and/or their Guests bearing, in particular, the Ticket(s) shall be refused entry to the Site, without prejudice to civil or criminal action against the offender(s). No refund of the Hospitality Package(s) corresponding to the Tickets will be granted in these circumstances.

Each Ticket is registered, issued in the name of the Client and, where applicable, in the name of their Guest. In this case, the transmission to VINCI STADIUM of the last name and first name of the final holder of each Ticket is obligatory. Otherwise, the Client and their Guests holding Tickets which have not been duly completed will not be able to access the Site. In addition, in order to enter the Site, the Client and their Guests, including minors, must present the Ticket at one of the control points put in place and present proof of identity in their name (valid national identity card or passport). In the absence of proof of identity, entry may be refused.

Any exit from the Site is final. The Client and/or their Guests are not allowed to re-enter the Site.

#### 8. HOSPITALITY PACKAGES

VINCI STADIUM may be required to replace or modify the services included in a Hospitality Package (including, but not limited to, the seats, areas or services initially allocated to the Client) if such a modification is necessary:

- (a) in order to comply with new laws and regulations in force during the Tournament; or
- (b) due to constraints relating to the organisation of the Tournament arising from decisions made by the authorities governing rugby, government, by administrative or judicial authorities, or by the operator of the Site.

In this instance, VINCI STADIUM will make its best efforts to provide the Client with an equivalent hospitality package (with regard to the substantial elements of the service) to the Hospitality Package purchased by the Client. In such circumstances, VINCI STADIUM will inform the Client of the details of their new hospitality package.

## 9. ACCESS TO THE SITE

The Client acknowledges and agrees that access to the Site and the Hospitality Area of the Site is strictly reserved for persons having the right of access to these places and is limited to the Match Day, at the time and places specified by VINCI STADIUM.

Only persons with a Ticket (including minors) will be able to access the Site. Any person not in possession of a Ticket may be removed from the Site. The Ticket must be kept by the Client and their Guests throughout their presence on the Site. Any exit from the Site is considered final. Any Client, including their Guests, undertakes, under penalty of removal and prosecution, without being able to claim refund of the Hospitality Package, to comply with the security measures adopted by GIP FRANCE 2023 in its STCS, as well as by the Internal Rules of the Site in which the meeting takes place.

Access to the Site is prohibited for minors under 16 years of age not accompanied by an adult.

VINCI STADIUM does not advise parents to take children under 3 years of age inside the Site.

For reasons of security (e.g., combating terrorism) and health prevention (e.g., combating a Covid-19-type epidemic), GIP FRANCE 2023 may be required to take exceptional measures likely to slow access within the Site, which the Client and their Guests accept. Access to the stadium may be limited only to holders of documents required by the health authorities on the date of the Match (e.g., health pass, vaccine passport). The Client and/or their Guests undertake to comply with this access condition and to provide the documents required for this purpose. Otherwise, access to the Site will not be guaranteed and the corresponding Hospitality Package will not be refunded.

The Client, and their Guests, are invited regularly to consult the GIP FRANCE 2023 website and the Site's Internal Rules, in order best to prepare for their arrival at the Site.

The Client and their Guests undertake to comply with the requirements of the Internal Rules of the Site displayed at the entrances to the Site and which can be consulted on the GIP FRANCE 2023 website and on the stadefrance.com website, and with the Internal Rules of the Hospitality Areas available on the stadefrance.com website. The Client is responsible for full compliance with this agreement by all their Guests.

Any Client and/or Guest who does not comply with these Internal Rules may be refused entry to or removed from the Site without being able to claim a refund of their Hospitality Package.

In accordance with the provisions of Articles L.332-15 and L.332-16 of the *Code du sport* [French sports code], VINCI STADIUM, on instructions from GIP FRANCE 2023 shall automatically cancel the Hospitality Package(s) of the Client and/or their Guests and, where applicable, remove them from the Site, as soon as it has been informed of an administrative or judicial prohibition from the stadium relating to the Client and/or Guest concerned.

In general, the Matches are held under the sole responsibility of the organiser GIP France 2023.

#### **10. USE OF THE SITE HOSPITALITY AREAS**

The Client and/or their Guests undertake to comply with the requirements of the Internal Rules of the Hospitality Areas which can be consulted on the "stadefrance.com" website.

The Client and/or their Guests undertake not to leave any personal belongings and valuables in the Hospitality Areas. VINCI STADIUM cannot be held liable in the event of theft of, or damage to, such items that the Client has brought to the Hospitality Areas, said items being the responsibility of the Client or their Guests.

The Client is responsible for the security of their own property brought to the Site and those of their Guests. VINCI STADIUM shall not be liable for any loss, damage or theft suffered by such property.

## 11. COMPLIANCE WITH THE CLIENT CONTRACT

The Hospitality Package is provided in accordance with the Client Contract.

The Client is responsible for notifying each Guest, particularly of the STCS, the Internal Rules and the Internal Rules of the Hospitality Areas, and in general of all the provisions of this Client Contract, and guarantees the consent of each Guest to those documents. The Client shall ensure that their Guests comply fully with the STCS and the provisions of the Client Contract.

The Client and their Guests shall at all times comply with all instructions of the competent authorities of the Site (including, but not limited to, law enforcement agencies).

Any breach of the STCS (including, but not limited to, prohibitions on resale, transfer and commercial use) or the provisions of the Client Contract, may result in the cancellation of the relevant Hospitality Packages purchased by the Client, without the right to a refund of the Hospitality Packages for the Client.

Without prejudice to the foregoing, the Client undertakes to enforce and ensure compliance by their Guests with all security rules and regulations set out at each Site and Site Hospitality Area, and acknowledges that if the Client and/or their Guests disrupt the Match or the enjoyment, comfort or safety of other spectators (whether under

the influence of alcohol, narcotics or otherwise), the Client and/or Guest (as applicable) may be denied access to the Site or the Hospitality Area, or be removed.

If the Client or a Guest does not comply with the provisions of Articles 9, 10 and 11 hereof, the Client and/or the Guest (as applicable) shall have no right to a refund by VINCI STADIUM of the Hospitality Packages concerned and VINCI STADIUM shall have no liability of any kind whatsoever to the Client or the Guest in this respect.

#### 12. LEGISLATION CONCERNING SECURITY ON THE SITE

Access to the Site may be refused, without refund of their Hospitality Package, to any person bearing objects appearing on the list of objects prohibited by the statutory or regulatory provisions (particularly the provisions of Article L.332-8 of the French sports code and Article 132-75 of the Code pénal [French criminal code]) and by the Internal Rules of the Site. The Client and/or their Guests undertake to comply with the law and regulations applicable to security in sports venues.

In the event of non-compliance with the list of prohibited behaviours and objects defined in the STCS, the Client and/or their Guests may be prohibited from accessing the Site, and may not claim a refund of their Hospitality Package.

In all circumstances, the spectators must comply with the Internal Rules of the Site, available on the "stadefrance.com" website and on that of GIP FRANCE 2023.

#### 13. AMBUSH MARKETING

The Client and Guests are prohibited from using, possessing, selling or distributing all Prohibited Materials (as defined in Appendix 1) on the Site (such as any materials prohibited by the STCS), or in the vicinity, or within the Site Hospitality Area, in addition to uniforms and apparel of a promotional or commercial nature and in general any promotional or commercial article of any kind that incorporates the logos, brand, presentation or slogans associated with the Client or any of their Guests. If the Client and/or a Guest is found with such Prohibited Materials, they may have them confiscated and/or be removed from the Site or the Site Hospitality Area. If the Client or a Guest is removed in such circumstances, the Client (including the Guest concerned) shall not be entitled to any refund and VINCI STADIUM shall have no liability whatsoever to the Client or the Guest in this respect.

Without prejudice to the foregoing, the Client and Guests are strictly prohibited from possessing, selling or distributing any kind of promotional or commercial items on the Site, or in the vicinity, or in the Site Hospitality Area (including, but not limited to, drinks, food, souvenirs, clothing, and flyers). The Client and/or Guest may have such items confiscated and/or be removed from the Site or Site Hospitality Area. If the Client or a Guest is removed in such circumstances, the Client (including the Guest concerned) shall not be entitled to any refund and VINCI STADIUM shall have no liability whatsoever to the Client or the Guest in this respect.

## 14. SPONSORSHIP RIGHT OR ASSOCIATION WITH THE TOURNAMENT

The Client expressly acknowledges and agrees that the purchase of a Hospitality Package does not grant the Client (or any Guest) any marketing or promotional rights in respect of the Tournament, any Match, VINCI STADIUM, the Stade de France, WR, RWCL, GIE Rugby Hospitalités et Voyages, GIP France 2023 or the FFR.

Except with the express prior written consent of VINCI STADIUM, the Client undertakes not to present themselves as a sponsor, use any intellectual property related thereto (including, but not limited to, the official emblem, designations and mascots of the Tournament), or to associate themselves or associate their name, in any way, with the Tournament, any Match, VINCI STADIUM, the Stade de France, WR, RWCL, GIE Rugby Hospitalités et Voyages, GIP France 2023 or the FFR. The Client undertakes to ensure that their Guests comply with all these provisions.

The Client undertakes (and shall ensure that their Guests also undertake to do so), whether before, during or after the Tournament, not to:

(a) use the Hospitality Package (or any element thereof, including the Ticket) for marketing or promotional purposes (including, but not limited to, use as a prize for contests, lotteries, charitable works or draws); or

- (b) conduct any promotional, advertising or marketing activity in connection with the Tournament, any Match, VINCI STADIUM, the Stade de France, WR, RWCL, GIE Rugby Hospitalités et Voyages, GIP France 2023 or the FFR; or
- (c) use the Hospitality Package (or any element thereof, including the Ticket) as part of a sale related to any provision of services or sale of goods by the Client and/or their Guests, or any third party.

#### 15. CANCELLATION AND REFUND TERMS AND CONDITIONS

15.1 The times, dates, duration, billing (teams called to compete in Matches, composition of teams), Match venues, as well as any other details relating to the Ticket, are subject to change at any time by decision of the authorities governing rugby (GIP France 2023, World Rugby, Rugby World Cup, Fédération Française de Rugby, GIE Rugby Hospitalités et Voyages), or government, administrative or judicial authorities or the Site operator. Such third-party decisions beyond the control of VINCI STADIUM constitute a case of force majeure for VINCI STADIUM. VINCI STADIUM cannot be held liable in this instance for the consequences of such third-party decisions, which are beyond its control.

Therefore, VINCI STADIUM will not be held liable to the Client, and/or any other person (Guest or otherwise), for any costs, expenses or losses resulting from such changes.

In general, VINCI STADIUM has no control over the course or timing of the Matches and cannot guarantee that the Match for which the Hospitality Package is sold will be held on the date, time, venue or with the billing shown on the Ticket.

As soon as possible after the authority governing rugby, or the government, administrative or judicial authority, or the operator of the Site has determined the postponement or cancellation of the Match, all available information will be posted online on the FRANCE 2023 website then on the "stadefrance.com" website and brought to the attention of the Client by any available means, the latter being solely responsible for alerting their Guests.

## 15.2 Delays

In the event of a delay (the kick-off is delayed for any reason whatsoever on the Match Day, regardless of the duration of the delay, or the timing of the kick-off, whatever it may be, but not its date) not related to a breach by VINCI STADIUM, the Client and/or Guest shall not be entitled to any refund, in whole or in part, for any reason whatsoever, of the Price of the Hospitality Package concerned and/or any other ancillary fees, costs, expenses, losses or indemnities, and VINCI STADIUM shall have no liability whatsoever towards the Client and/or any Guest in this respect and shall not be obliged to pay any compensation to them due to the delay and the consequences that such a delay may entail for the Client and/or their Guests and/or any third party.

#### 15.3 Interruptions

In the event of a definitive interruption of the Match, including from its kick-off, not related to a breach by VINCI STADIUM, the Client and/or Guest shall not be entitled to any refund, in whole or in part, for any reason whatsoever, of the Price of the Hospitality Package concerned and/or any other ancillary fees, costs, expenses, losses or indemnities, and VINCI STADIUM shall have no liability whatsoever towards the Client and/or any Guests in this respect and shall not be required to pay any compensation to them, particularly if the authority governing rugby, or the government, administrative or judicial authority, or the operator of the Site, decides to postpone the Match, due to the definitive interruption and/or postponement and the consequences that such an interruption and/or postponement may entail for the Client and/or their Guests and/or any third party.

## 15.4 Postponement at the same Site

In the event of a postponement of a Match interrupted under the conditions set out in Article 15.3 or rescheduled to another date:

a) If a Match is postponed at the same Site, to a different date between 8 September 2023 and 31 December 2023 inclusive, the Client and/or their Guests may use their Hospitality Package for the

rescheduled Match. The Client and/or their Guests shall not be entitled to any refund, in whole or in part, for any reason whatsoever, of the Price of the Hospitality Package concerned and/or any other ancillary fees, costs, expenses, losses or indemnities and VINCI STADIUM shall have no liability whatsoever towards the Client and/or any Guests in this respect and shall not be required to pay any compensation to them due to the postponement and the consequences that such a postponement may entail for the Client and/or their Guests and/or any third parties.

b) If a Match is postponed to a different date from 1 January 2024, the corresponding Hospitality Package will be cancelled and the Client will refunded, as soon as possible, for the Price of the Hospitality Package concerned already paid to VINCI STADIUM, excluding any other ancillary fees, costs, expenses, losses or indemnities, and VINCI STADIUM shall have no liability whatsoever towards the Client and/or any Guests in this respect and shall not be required to pay any compensation to them due to the postponement and the consequences that such a postponement may entail for the Client and/or their Guests and/or any third parties.

## 15.5 Postponement to another site

If a Match is postponed to a different date at another site, the corresponding Hospitality Package will be cancelled and the Client will be refunded, as soon as possible, for the Price of the Hospitality Package concerned already paid to VINCI STADIUM, excluding any other ancillary fees, costs, expenses, losses or indemnities, and VINCI STADIUM shall have no liability whatsoever towards the Client and/or any Guests in this respect and shall not be required to pay any compensation to them due to the postponement and the consequences that such postponement may entail for the Client and/or their Guests and/or any third party.

## 15.6 Matches played behind closed doors or with limited capacity

In the event that a Match is played behind closed doors or with limited capacity, for any reason whatsoever, the corresponding Hospitality Package may be refunded, provided that the Client submits their request to VINCI STADIUM within fifteen working days of the scheduled date (in accordance with the STCS applicable to the GOLD category tickets relating to hospitality). In this instance, the Client shall be refunded the Price of that Hospitality Package already paid to VINCI STADIUM, excluding any other ancillary fees, costs, expenses, losses or indemnities, and VINCI STADIUM shall have no liability whatsoever towards the Client and/or any Guests in this respect and shall not be required to pay to any compensation to them due to the closed-door or limited-capacity status and the consequences that such closed-door or limited-capacity status may entail for the Client and/or their Guests and/or for any third party. The refund will be made to the Client no later than six months after the event, in accordance with the STCS applicable to the GOLD category tickets relating to hospitality.

## 15.7 Cancellations

If a Match is permanently cancelled and not postponed, the corresponding Hospitality Package may be refunded provided that the Client submits their request to VINCI STADIUM within forty-five working days of the scheduled date (in accordance with the STCS applicable to the GOLD category tickets relating to hospitality). In the event of the permanent cancellation of the Tournament, the corresponding Hospitality Package may be refunded, provided that the Client submits their request to VINCI STADIUM within forty-five working days of the date on which the cancellation of the Tournament was made public and brought to their attention (in accordance with the STCS applicable to the GOLD category tickets relating to hospitality). In such instances, the Client shall be refunded for the Price of that Hospitality Package already paid to VINCI STADIUM, excluding any other ancillary fees, costs, expenses, losses or indemnities, and VINCI STADIUM shall have no liability whatsoever towards the Client and/or any Guests in this respect and shall not be required to pay any compensation to them due to the cancellation and the consequences that the cancellation may entail for the Client and/or their Guests and/or for any third party. The refund will be made to the Client no later than six months after the event, in accordance with the STCS applicable to the GOLD category tickets relating to hospitality.

15.8 The amount of the refund shall be equal to the Price of the Hospitality Package concerned, as indicated on the purchase order and actually collected by VINCI STADIUM. In the event of a Hospitality Package sold in the form of a "multi-Match pack", the amount of the refund for the Hospitality Package concerned for the relevant Match shall be equal to the price of an identical hospitality package sold per unit for the same Match at the time

of cancellation or, if this unit price does not exist, the refund amount will be calculated on the basis of the price of the multi-Match pack actually collected by VINCI STADIUM pro rata with the number of Matches included in the package and the number of Hospitality Packages for the Match concerned.

**15.9** VINCI STADIUM cannot be held liable for any modifications, delays, interruptions, duration, closed-door or limited capacity matches, changes to the billing, postponements, relocations, or total and/or partial cancellations of a Match or the 2023 Rugby World Cup, not relating to a breach by it and attributable to the authority governing rugby, or to the government, administrative or judicial authorities or the operator of the Site having made the decision. The Client acknowledges that they have been informed of this risk and waives in advance any action for termination hereof or award of damages for this reason.

**15.10** The Client is advised to take out their own insurance to cover the risks and costs associated with any delay, interruption, closed-door or limited-capacity matches, change of billing, or postponed, relocated or cancelled Matches.

## **16. LIABILITY**

Whenever permitted by law, VINCI STADIUM declines any liability for harmful events beyond its control and not related to a breach on its part which may occur during the event. In all circumstances, and if VINCI STADIUM's liability is incurred and retained, VINCI STADIUM undertakes to refund the amount of the Hospitality Packages concerned and paid by the Client to VINCI STADIUM, subject to the applicable regulations.

VINCI STADIUM shall be released from all liability for non-performance, late or partial performance of its obligations due to an instance of force majeure, as defined in Article 1218 of the French Civil Code, and which may result in (i) the total cancellation, partial cancellation or postponement of the 2023 Rugby World Cup, or (ii) the organisation of the 2023 Rugby World Cup behind closed doors or with limited capacity, and thereby obliging it to cancel or postpone all or part of the Hospitality Packages ordered for the 2023 Rugby World Cup. It is specified that if it is decided to organise a Match behind closed doors, access to the Site will be refused to the Client and/or their Guests. For all intents and purposes, force majeure shall include: epidemics and pandemics (including Covid-19), all decisions taken by the authorities governing rugby and the government, administrative or judicial authorities and the Site operator in this sense and which are imposed on VINCI STADIUM and will have an impact on the organisation of the 2023 Rugby World Cup, as well as any delay, interruption, change of billing, postponement, relocation, matches played behind closed doors or with limited capacity, or cancellation of one or more Matches for any reason beyond the control of VINCI STADIUM.

Within the same limits, the Client and/or their Guests waive and undertake to have their insurers waive any direct or subrogatory recourse against VINCI STADIUM and its insurers during the events described above and especially in instances of force majeure.

In addition and moreover, all persons introduced into the Site where the Matches are held shall remain under the sole and exclusive responsibility of the Client.

The Client shall be fully liable for any bodily injury, material damage – including theft – or intangible damage, whether consequential or not, caused to third parties or to the movable or immovable property of others, as a result of any property belonging to or in the custody of the Client or any Guest.

The Client is responsible for all damage caused by the Client, their Guests and any other person under the control of the Client, including any damage or deterioration of the Site Hospitality Areas, except in instances of force majeure.

In the event of damage to the movable and/or immovable property of VINCI STADIUM, for which a responsible party is not formally designated, the Client (and/or their Guests) and the other occupants of the Site Hospitality Areas concerned shall be jointly and severally liable to VINCI STADIUM for all obligations resulting from the damage.

The Client shall indemnify and hold VINCI STADIUM harmless against all claims, costs, losses, damages, expenses, demands and liabilities suffered or incurred by VINCI STADIUM as a result of a breach by the Client (or their

Guests) of the Client Contract or any wrongful act or omission of the Client (or their Guests), not related to an instance of force majeure.

The Client acknowledges and agrees that the services organised by it and their Guests with third parties (including, but not limited to, travel, accommodation or reservations, purchase, rental) related to attendance at the Match are ordered by the Client and their Guests at their own expense and risk, and that VINCI STADIUM will not be liable for any costs, losses, loss of enjoyment, or expenses (including, but not limited to, any indirect and/or consequential loss or damage) suffered by the Client and/or their Guests.

#### 17. REASONS FOR TERMINATION

In the event of a serious breach by either Party of the provisions of the Client Contract, and 15 (fifteen) calendar days after formal notice by registered letter with acknowledgement of receipt remains unheeded, the Party which considers itself injured may declare the other Party in default and terminate the Client Contract. The defaulting Party shall be liable to the other Party for the consequences of its default.

VINCI STADIUM may also terminate the Client Contract with immediate effect, without prior formal notice, if:

- (a) the Client does not comply with the payment terms set out in Article 5; or
- (b) the Client or any of their Guests has violated, or is likely to violate Article 13.

In this instance, VINCI STADIUM shall immediately be fully entitled to sell the Hospitality Packages affected by the termination with immediate effect.

In all instances of termination by VINCI STADIUM, VINCI STADIUM may, in addition to terminating the Client Contract:

- (a) retain as compensation any amounts already paid to VINCI STADIUM and corresponding to the terminated Client Contract;
- (b) require the Client immediately to pay any amount due to VINCI STADIUM in respect of any other order in progress:
- (c) cancel all orders placed by the Client prior to the termination date and which are not immediately paid to VINCI STADIUM;
- (d) be deemed discharged from any other obligation under the Client Contract; and
- (e) pursue any additional or alternative recourse provided by law, unless otherwise provided for in the Client Contract.

## 18. COMMUNICATION

Any communication within the framework of the performance of the Client Contract must be made in writing in French (or in English for Clients not from a French-speaking country) and must either be delivered by hand against receipt, or sent by registered letter with acknowledgement of receipt, or by email to the address of the party concerned. The parties will notify each other of this information at the time of the Client's reservation and will keep each other informed of any changes to this information.

Any communication sent shall be deemed to have been received:

- (a) if delivered by hand, at the time of delivery against receipt;
- (b) if sent by registered letter with acknowledgement of receipt, on the day of the 1st presentation of the letter; or
- (c) if sent by email, upon completion of transmission by the sender.

Email communications may be sent to VINCI STADIUM at <u>Backoffice2023@vinci-stadium.com</u>.

## 19. ENTIRE AGREEMENT, NON-WAIVER AND AMENDMENTS

The Client Contract constitutes the entire agreement between the parties with respect to the subject of the Client Contract and supersedes all previous agreements, negotiations and discussions between the parties concerning the subject of the Client Contract.

Any amendment to the Client Contract shall only be effective if it is made by written amendment and signed by the duly authorised representative of each of the parties.

#### **20. PERSONAL DATA**

VINCI STADIUM (SAS with registered capital of 15,015,000 euros – electing domicile at 23 Avenue Jules Rimet, 93210 Saint-Denis La Plaine / Nanterre Trade and Companies Register: 518 114 400) is the holder of the rights to the Hospitality Packages for the Tournament Matches taking place in the Stade de France and is the seller of such Hospitality Packages. CONSORTIUM STADE DE FRANCE (SA [public limited company] with registered capital of 29,727,558 euros – ZAC du Cornillon-Nord - 93210 Saint-Denis La Plaine / Bobigny Trade and Companies Register: 399 452 564) markets all types of hospitality products, including the Tournament Hospitality Packages, during the events held at the Stade de France and assists VINCI STADIUM in the marketing of their Hospitality Packages. In order to communicate information relating to hospitality products marketed by CONSORTIUM STADE DE FRANCE and to enable the conclusion of the Client Contract, CONSORTIUM STADE DE FRANCE and VINCI STADIUM collect the following personal, obligatory or optional data, as the case may be: first name, last name, title, address, email address, telephone number, company name, function within the company, business email address, business telephone number, business address, applicable payment card number, its expiry date and card security code. A copy of an identity document may be retained for the purpose of proving the right of access, rectification or objection, or to meet a legal obligation.

These data may be processed for all or part of the following purposes: to respond to requests for information and for commercial offers, to contact the client, to present products and services to the client, to prospect via solicitation operations, to enrich client files and prospect files, to carry out contract-management operations (fill in, generate and manage the purchase order, enter into the contract, invoice, collect, refund if necessary, manage the client account, track the order, deliver the hospitality packages [including, where appropriate, the integration of data into the organiser's ticketing tool and the establishment of Tickets including names and parking spaces], manage complaints and after-sales service, manage outstanding balances and disputes, handle requests under access, rectification and objection rights).

The legal basis for this processing is: the consent of the data subject, the legitimate interest of the data controllers, the performance of the contract and, in some instances, compliance with a legal obligation.

Recipients of the data – Personal data may be transmitted, within the limits of their respective powers:

- to the internal services of CONSORTIUM STADE DE FRANCE and VINCI STADIUM,
- the service providers of CSDF and VINCI STADIUM,
- hosts acting on behalf of CONSORTIUM STADE DE FRANCE and VINCI STADIUM.

VINCI STADIUM and CONSORTIUM STADE DE FRANCE require their service providers to implement strict confidentiality and data-protection measures.

Transfer of data to a country outside the European Union – VINCI STADIUM and CONSORTIUM STADE DE FRANCE transfer the data to SALESFORCE as the CRM (United States), having signed Binding Corporate Rules and standard contractual clauses, and to CONGA for the dispatch of purchase orders (United States), having signed standard contractual clauses. To obtain additional information, write to the personal data protection officer as indicated below.

The retention periods applied to personal data are as follows:

- for Clients: three years after the end of the business relationship
- for prospective clients: three years after the last contact from the prospective client.

In the event that credentials are granted to the Client, for security reasons regarding access to the Site or in the event that the Client's Guests wish to withdraw their Tickets and Event Documents on Site on Day D, the Client may be required to transfer to VINCI STADIUM the personal data of the person to whom they entrust reception within the Hospitality Area (last name, first name, date of birth, place and country of birth, address of personal residence, nationality, colour identity photo) so that VINCI STADIUM may have their credentials printed or hand over to the VIP host service providers the personal information relating to the Guests receiving Tickets and Event Documents. Where applicable, the Client undertakes to carry out this transfer of data in accordance with the applicable regulations on the protection of personal data and in particular European Regulation 2016/679 of 27 April 2016 (hereinafter "GDPR"), and in accordance with VINCI STADIUM's instructions. As such, and in accordance with Article 13 of the GDPR, the Client must provide all data subjects with adequate information. The Client undertakes to send VINCI STADIUM, upon simple request, any copy proving that the data subjects have been properly informed of the data processing carried out by VINCI STADIUM.

The legal basis for this processing is the performance of the contract and compliance with a legal obligation.

Where credentials are granted within the framework of access to the Site, the personal data of the person in charge of reception within the Hospitality Area for the Client may be entered and recorded on the digital platform managed by GIP FRANCE 2023, organiser of the event. In addition, such personal data shall be transferred to the competent Prefecture for administrative enquiry purposes.

The personal data transferred by the Client to VINCI STADIUM under this Client Contract are kept by VINCI STADIUM for 10 (ten) years from the date of their collection.

The recipients of these personal data may be:

- the internal services of VINCI STADIUM,
- GIP FRANCE 2023, organiser of the event, for transmission by the latter, where applicable, to its service providers in charge of safety/security, reception and maintenance of the digital collection platform for accreditations, and to the competent Prefecture under the aforementioned terms and conditions,
- the Site operator.

In accordance with the amended French Data Protection Act of 6 January 1978 and Regulation (EU) 2016/679, you have a right of access, rectification, portability and erasure of such data or to a restriction of their processing. You may exercise your rights and object to the processing of these data at any time by sending your request either:

- to the DPO of VINCI STADIUM, by post: VINCI Stadium DPO 23 Avenue Jules Rimet, 93210 SAINT DENIS LA PLAINE, or by email to: <a href="mailto:dpo@vinci-stadium.com">dpo@vinci-stadium.com</a>
- or to the DPO of the CONSORTIUM STADE DE FRANCE, by post: Consortium Stade de France DPO ZAC du Cornillon Nord 93210 SAINT DENIS LA PLAINE, or by email to: <a href="mailto:dpo@stadefrance.com">dpo@stadefrance.com</a>

Your request must include at least your last name, first name, email address and postal address. A response will then be sent to you within one month of receipt of the request. The response to the request will be made in the same format as the request itself (post or email), unless you expressly state a preference. CONSORTIUM STADE DE FRANCE and VINCI STADIUM reserve the right to request the verification of an identity document if necessary in order to respond to the request made.

If you have any questions about the processing of your personal data, please contact our Data Protection Officer by email to <a href="mailto:dpo@vinci-stadium.com">dpo@vinci-stadium.com</a> or <a href="mailto:dpo@vinci-stadium.com">dpo@stadefrance.com</a>. You may also lodge a complaint with the <a href="mailto:CNIL">CNIL</a>: <a href="mailto:www.cnil.fr">www.cnil.fr</a>

# 21. CLAIMS

The Client may also contact Customer Services, provided by VINCI STADIUM, with questions or problems at the following email address: <u>VIPrelations2023@vinci-stadium.com</u> or by telephone at the following number: +33 (0)1 55 93 01 96.

Any dispute may only be taken into account if it is submitted no later than forty-five days following the scheduled date of the Tournament final in accordance with the STCS.

## 22. SEPARABILITY

If any provision of the Client Contract is declared invalid or unenforceable, regardless of the cause, by a court or authority having jurisdiction, all other provisions of the Client Contract shall remain in full force and effect, and shall in no way be altered in accordance with the Parties' wishes.

## 23. APPLICABLE LAW AND JURISDICTION

The Client Contract is drafted in English for the Client's convenience and understanding only. In the event of a conflict, only a French version of the GTCS will constitute the original and authentic version. Consequently, by signing the Client Contract, the Client does accept to be contractually bound by the original french text of the GTCS available here or at www.stadefrance.com/fr/xxxxxx.

The Client Contract shall be governed and interpreted in accordance with French law.

Any dispute relating to the purchase or use of a Hospitality Package must be brought to the attention of VINCI STADIUM by registered letter sent to the following address: VINCI STADIUM, 23 Avenue Jules Rimet, 93210 Saint-Denis La Plaine.

In accordance with Article L. 612-1 of the *code de la consommation* [French consumer code], should there be a consumer dispute, the Client, having the status of consumer within the meaning of the French consumer code, may use the mediation service MEDIATION TOURISME ET VOYAGE under whose jurisdiction VINCI STADIUM falls, for an amicable resolution of any dispute that cannot be resolved with VINCI STADIUM, and whose contact details are as follows:

MTV Médiation Tourisme Voyage BP 80 303 – 75 823 Paris Cedex 17 http://www.mtv.travel/

The referral to this mediation service presupposes that the Client establishes that it has sought to resolve the dispute directly with VINCI STADIUM by a written claim and that it is made no later than one year of that claim.

The Client, having the status of consumer, may also refer the matter to the European Online Dispute Resolution platform for consumer disputes set up by the European Commission:

https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&Ing=FR

France national point of contact: Bahnhofsplatz 3, 77694 Kehl, Germany

The parties hereby submit to the jurisdiction of the French courts. Consequently, any dispute relating to the interpretation, validity and/or performance of any of the provisions of the Client Contract shall be submitted to the competent French courts pursuant to the rules laid down by the *Code de procédure civile français* [French civil procedure code].

## **APPENDIX 1 -**

#### **DEFINITIONS**

In these GTCS, the words and expressions below shall, unless otherwise stated in the text, have the following meanings:

Client means the Client purchasing a Hospitality Package from VINCI STADIUM;

Event Documents means all or part of the following elements:

(a) the sheet mentioning the access route to the Site, the terms of access to

the car park and the entrances to the Site;

(b) the parking space;

(c) any access permit to control access to the Site Hospitality Area;

Guest means any guest of the Client benefiting from a Hospitality Package sold to

the Client and holding the included Ticket;

Hospitality Package means the hospitality bundle, including the GOLD category Ticket, and sold

by VINCI STADIUM to the Client;

Price of the Hospitality Package means the price of the Hospitality Package concerned paid or payable by the

Client to VINCI STADIUM;

WR means WORLD RUGBY, which is the global governing and legislative body for

rugby;

RWCL means RUGBY WORLD CUP LIMITED, a subsidiary of WR;

FFR means the Fédération Française de Rugby, host federation of the

Tournament;

GIP France 2023 means the organiser of all the Tournament Matches;

GIE Rugby Hospitalités et Voyages means the entity that has been entrusted with granting the hospitality rights

of the Tournament and their marketing to third parties, including VINCI

STADIUM;

Match means each rugby match held at the Stade de France and forming part of the

Tournament;

Match Day means a calendar day on which a Match takes place during the Tournament;

Prohibited Materials means:

(a) banners or other signs bearing (in the opinion of VINCI STADIUM)

commercial, offensive, or provocative messages;

(b) promotional and commercial objects and materials of any kind (including but not limited to documents, leaflets, badges, signs, symbols and banners,

uniforms and clothing);

(c) any promotional or commercial article of any kind that incorporates the

 $logos, brand, presentation\ or\ slogans\ associated\ with\ the\ Client\ or\ any\ of\ their$ 

Guests; and

(d) any other object or material identified as such by VINCI STADIUM and likely to affect the reputation of WR, the FFR, RWCL, GIP France 2023, GIE Rugby Hospitalités et Voyages, VINCI STADIUM, Stade de France, the

Tournament or the official sponsors of the Tournament;

VINCI STADIUM means VINCI STADIUM identified in the header of the GTCS, holder of the

hospitality rights for the Matches held in the Stade de France and the seller

of the Hospitality Packages for those Matches

Tickets means tickets for Matches;

STCS means the special terms and conditions of sale applicable to GOLD category

tickets acquired in a Hospitality Package and set out in Appendix 2;

Tournament means the 2023 Rugby World Cup;

Site means the Stade de France;

Site Hospitality Area means all areas in which Hospitality Packages are issued, inside or outside the

Site (in temporary structures: Villages), including boxes and lounges; access to these areas is limited and controlled for the benefit of the Clients of the

Hospitality Packages;

Site Operator means Stade de France Consortium, operator of the Stade de France.

#### APPENDIX 2 -

# SPECIAL TERMS AND CONDITIONS APPLICABLE TOTHE SALE OF GOLD HOSPITALITY TICKETS VALID FOR ALL THE MATCHES OF RUGBY WORLD CUP 2023

## 1. SCOPE AND ENFORCEABILITY OF THESE SPECIAL TERMS OF SALE (T&Cs)

These Special Terms and Conditions govern the sale of Gold tickets issued for the Rugby World Cup 2023 (the "Tournament") that are acquired as part of a package that grants their holders the right to watch one of the matches of the Tournament (a "Match of the Tournament") and are bundled with inseparable hospitality services (the "Tickets").

Gold Tickets can only be bought from RUGBY HOSPITALITES ET VOYAGES which itself purchases them from the France 2023 Organisation Committee ("FRANCE 2023").

These T&Cs apply to any natural or legal person that acquires one or more Tickets from FRANCE 2023 or from any official agent (the "BUYER"), and to any BENEFICIARY (i.e. any person that benefits, in any way whatsoever, from a Ticket bought by the BUYER), each of whom being referred to as a "HOLDER". FRANCE 2023 is entitled to modify these T&Cs from time to time, without notice. The version of the T&Cs that is applicable is the version accepted on the date on which the Ticket is bought.

The BUYER's placing of any order is confirmation of the BUYER's full acceptance of these T&Cs. The BUYER hereby stands surety for the BENEFICIARY's compliance with these T&Cs. The validation of the Ticket, and the HOLDER's entry into any ticketed area of a stadium, will be tantamount to the HOLDER's irrevocable acceptance of the terms and conditions which are applicable in all the stadiums in which Rugby World Cup 2023 matches will take place (the "Stadium Rules and Regulations"), which will be sent by e-mail to the BUYER, who must then forward them on to the BENEFICIARIES. The Stadium Rules and Regulations will also be displayed at the entrance to each stadium and are available to view on the Website of FRANCE 2023. Any HOLDER who does not comply with these Stadium Rules and Regulations may be denied access to the stadium or may be expelled from it without being entitled to claim a refund for their Ticket. These T&Cs will prevail over the provisions of the Stadium Rules and Regulations in case of any conflict.

Any terms that conflict with these T&Cs or the Stadium Rules and Regulations, such as other contractual terms, are unenforceable against FRANCE 2023 or against any official agent, where applicable. No special terms and conditions will prevail over these T&Cs unless the parties expressly provide otherwise. These T&Cs will also prevail over the General Terms of Sale applicable to the Official Box Office of FRANCE 2023.

## 2. PURCHASE AND DELIVERY OF THE TICKETS

### 2.1. Purchasing terms

As stated in article 1, the Tickets may only be bought from FRANCE 2023 or from an official agent or a sales channel authorised by FRANCE 2023. FRANCE 2023 will be entitled to curtail or to extend the periods during which the Tickets are available for purchase, at any point in time, by any means and/or on any medium and via any intermediaries whatsoever.

FRANCE 2023 alone will decide through what channels the Tickets are distributed.

FRANCE 2023 will also be entitled to offer different terms of sale to certain BUYERS, such as priority buying rights to buy Tickets for specific matches or stadiums.

Any Tickets that are obtained via a distribution channel other than those authorised by FRANCE 2023 will be null and void and may be cancelled without the HOLDER being entitled to any refund.

#### 2.2. Delivery of the Ticket

For environmental reasons, Tickets will be delivered primarily in the form of an electronic ticket ("e-Tickets"), although exceptions to this rule may be made. Mobile tickets ("m-Tickets") may also be delivered.

These Tickets may be sent by e-mail or made available in a dedicated space of a web site operated for the Tournament.

e-Tickets must be printed out in portrait mode on blank sheets of white A4 paper without altering the size of the printout, using an inkjet or laser printer. No other medium (tablet, computer smartphone, mobile telephone, etc.) may be used to present the Tickets. Any Ticket that is only partly printed out, or is soiled, damaged or illegible, will not be considered as valid and may not therefore grant its HOLDER access to the stadium.

FRANCE 2023 is entitled to cancel, without notice and without any refund, any purchase of a Ticket that might involve a risk of fraud, such as in case of a fraudulent use of a payment card, or in case of a breach of the security of Rugby World Cup 2023.

## 2.3. Terms of use of the Tickets

Each Ticket will only be valid for the match and match date stated on the Ticket, or in case of a postponement, on the date of the postponed match. Tickets are neither exchangeable nor refundable, and may not be resold on the official resale platform of FRANCE 2023 (the "Official Resale Platform of FRANCE 2023"), as mentioned in article 3.

Each Ticket will be registered and electronically delivered in the name of the BUYER, and where applicable, in the name of the BENEFICIARY.

In order to be able to enter the stadium, any HOLDER, even if they are under-age, must present their Ticket at one of the checkpoints implemented, together with an identity document in their name (national identity card or currently valid passport). In the absence of these credentials, entry to the stadium may be denied.

In the case of m-tickets, the HOLDER must carry a functional mobile terminal (such as a smartphone) that enables the reading of the bar code or QR code of the m-ticket on its screen.

FRANCE 2023 and Rugby World Cup Limited ("RWCL") disclaim liability in case of loss or theft of the mobile terminal on which the m-ticket is stored, or in case of a malfunction of the mobile terminal (due for instance to a discharged battery, not being able to display or retrieve the m-ticket, a breakdown or technical malfunction of

the mobile terminal, not being able to connect to the Internet). If need be, the HOLDER of an m-ticket may make contact with the customer service officers at the stadium, to have their ticket printed on a physical medium.

France 2023, RWCL and any official agent involved hereby disclaim liability for loss or theft of the HOLDERS' Tickets.

Any exit from the stadium will be final. The HOLDER will not be permitted to re-enter the stadium.

#### 2.4. Customer service

The HOLDERS should get in touch directly with the official agent from which the Ticket was bought.

Any queries concerning Tickets may also be addressed to the Customer Service unit of FRANCE 2023, which may be contacted using an online form available at ( <a href="https://tickets.rugbyworldcup.com/fr/contactez-nous">https://tickets.rugbyworldcup.com/fr/contactez-nous</a> ) or by e-mail at the following address: contact@france2023.rugby

#### 3. RESALE OF TICKETS AND PROHIBITION AGAINST THE USE OF THE OFFICIAL RESALE PLATFORM

It is strictly forbidden to sell, transfer or offer to sell or transfer (for example on websites, in the immediate surroundings of the stadium or within the stadium precincts), in any way or form, whether free of charge or in return for consideration, any Tickets which is only for the use of the BUYER or their BENEFICIARY, without first securing the express consent of FRANCE 2023.

A Gold Ticket may not be separated from the hospitality services that are included in the package.

BUYERS or BENEFICIARIES may not therefore use the Official Resale Platform.

In any event, the BUYER undertakes to comply with the T&Cs and the Stadium Rules and Regulations and hereby guarantees that any HOLDER will consent to the T&Cs and the Stadium Rules and Regulations and will comply fully with them.

In order to avoid black market sales, FRANCE 2023 is entitled to rescind, without notice and without any formalities, any order for Ticket(s) that are subsequently resold or transferred without the express consent of FRANCE 2023. If this happens the order will be cancelled, the HOLDER will be denied entry to the stadium, and civil or criminal action may also be taken against them. The price of the Ticket(s) will not be refunded.

Please note, in this respect, that article L. 313-6-2 of the French Criminal Code provides as follows: "the sale, the act of offering for sale or displaying with a view to a sale or transfer, or the provision of the means required to sell or transfer tickets to a sports, cultural or commercial event or to a live performance, on a regular basis, without the authorisation of the producer, the organiser or the owner of the rights to the event or performance in question, will be punishable by a fine of  $\leq$  15,000. This will be increased to a fine of  $\leq$  30,000 in case of repeat offending."

## 4. RESPONSIBILITY OF THE HOLDERS

The HOLDERS are responsible for their Tickets. Tickets will not be refunded or exchanged (including in case of loss, theft or destruction) and no duplicate will be issued.

## 5. ACCESS TO THE STADIUM

Only persons who are in possession of a Ticket (including children) may access the stadium. Any person who is not in possession of a Ticket may be expelled from the stadium. HOLDERS must keep their Tickets in their possession at all times. Any exit from the stadium will be considered as final. The HOLDERS undertake to comply with the safety measures implemented by FRANCE 2023 in its T&Cs, as well as with the Stadium Rules and Regulations where the match is taking place. Any breach of these measures may lead to the expulsion and prosecution of the HOLDER and in this case, they will not receive a refund for their Tickets.

Access to the stadium will be prohibited to minors aged under 16 unless accompanied by an adult. FRANCE 2023 advises parents against taking children aged under 3 years old to the stadiums.

For reasons of safety (such as to prevent terrorism) and public health (such as to take protective measures against an epidemic like Covid-19), FRANCE 2023 may take exceptional measures that might slow down access to the precincts of the stadium, which BUYERS and BENEFICIARIES acknowledge and consent to. Access to the stadium may be restricted to carriers of the documents required by the public health authorities on the date of the event (such as a health pass or a vaccine passport).

Anyone showing clear signs of intoxication or of being under the influence of drugs will be denied access to the stadiums and the hospitality areas.

Any person entering the stadium may be made to undergo a pat-down body search and may be requested to show the objects that they are carrying. These pat-down body searches may be carried out by any agent of the organiser of the event who is approved by the regional licensing board ("commission régionale ou interrégionale d'agrément et de contrôle"), in accordance with the prevailing and applicable legal and regulatory provisions. Anyone who refuses to submit to these checks or to follow the instructions issued by the personnel in charge of ensuring the application of these measures will be denied entry to the stadium and will not receive a refund of the price of their Ticket.

Access to the lounges and internal and other specially earmarked spaces both inside and outside the Stadium, and in general to any hospitality area, shall only be permitted on presentation of the ticket to the hospitality service provided or sent by France 2023.

The HOLDERS are advised to regularly consult the Website and the Stadium Rules and Regulations, in order to best prepare their visit to the stadiums.

## 6. SAFETY RULES IN THE STADIUMS

A person carrying objects featured in any list of objects prohibited by law (such as the provisions of article L. 332-8 of the French Sport Code and article 132-75 of the French Criminal Code) or by the Stadium Rules and Regulations may be denied access to the stadium or ejected from the stadium, and the price of their Ticket will not be refunded. The HOLDER undertakes to comply with the law and with the rules applicable to safety within sports venues.

If a HOLDER fails to comply with the rules governing prohibited behaviours and prohibited objects that are defined below, they may be denied access to the stadium, and the price of their Ticket will not be refunded.

Please note in this respect that article L. 332-1 of the French Sport Code provides as follows: "in order to ensure the security of sports events, the organisers of these events may refuse to issue or may cancel the issuing of tickets to these events or deny access to them to any persons who have violated or who violate the provisions of the general terms of sale or of the internal rules that relate to the security of these events. To that end, the organisers may automatically process personal data pertaining to any of the violations mentioned in the penultimate section of this article, in keeping with terms laid down by a circular issued by the French Conseil d'Etat acting pursuant to a duly justified opinion issued and published by the French data protection authority, the CNIL."

HOLDERS are barred from accessing the precincts of a stadium while in possession of the following elements:

- Propaganda material of a racist or xenophobic nature, or constituting an incitement to violence. This
  also applies to the wearing of clothing or insignia of a racist or xenophobic nature, or constituting an
  incitement to violence. FRANCE 2023 rejects any group that encourages any form of violence and that
  displays symbols that might incite others to engage in this kind of behaviour.
- Any advertising, commercial, political or religious elements whatsoever, such as banners, boards, symbols or fliers.
- Any weapons, such as knives, sharp objects, bars, firearms, or any dangerous object, including umbrellas.

- Laser pointers.
- Aerosol sprays, corrosive substances and colorants.
- Glass objects, any kind of bottle, bowl, can or receptacle made out of a material that is fragile,
  particularly hard or that poses a risk of bursting, as per the definitions of such items in the prevailing
  and applicable laws, as well as any object weighing more than 500 grams or any receptacle with a
  volume greater than 500 ml. Smaller receptacle may be authorised but their caps must be removed.
- Large sized objects, such as step ladders, stools, chairs, cardboard boxes or suitcases (no safety deposit facilities will be provided).
- Any torches, rockets, fireworks, smoke bombs or any other pyrotechnic device.
- Alcoholic drinks or any type of recreational drug.
- Animals (with the exception of guide dogs).
- Helmets of any kind, electric vehicle batteries, prams.
- Wireless devices that emit radio waves (such as cell phone signal jammers, radio scanners and walkie talkies, wi-fi routers (wireless local networking devices)), with the exception of personal mobile phones and wireless receivers (such as radios).
- Noisy mechanical devices, such as megaphones and horns operated using compressed air.
- Drones.
- Selfie sticks, cameras and video cameras for commercial purposes.
- Objects that might compromise or disrupt the experience and enjoyment of the other spectators, such as large flags, oversized hats, large umbrellas, whistles, vuvuzelas, musical instruments, horns, etc.
- Any object that FRANCE 2023 considers to be dangerous, noxious and/or illegal, or that may be used as
  a weapon or a projectile or that might compromise or interfere in any other way with the safety of any
  person or the security of the venue.

Only hollow, flexible plastic poles with a maximum length of 70cm may be brought into the stadium without prior authorisation.

## Similarly, it is forbidden:

- to scale or cross any fences, barriers or other elements designed to contain or segregate the audience;
- to engage in races, stampedes or slides;
- to enter onto the playing field or enter any other unauthorised area of the stadium;
- to sell or to hand over, on the precincts of the stadium or in its immediate surroundings, any
  promotional or commercial item or object without the prior authorisation of FRANCE 2023. FRANCE
  2023 is entitled to ask the HOLDER to produce a copy of this authorisation upon entering the stadium
  or at any point in time during their presence in the stadium;
- to bring and/or to keep the balls used in Rugby World Cup 2023 matches

HOLDERS must at all times follow the instructions issued by the police, the members of the security detail, the fire brigade, the stewards, the medical personnel, or announced over the stadium's tannoy system. For reasons of safety and security, HOLDERS must be prepared to change seats if the police, members of the private security detail or stewards order them to do so, even if they are asked to relocate to seats outside the zone that is in principle earmarked for them.

FRANCE 2023 is entitled to deny access to the stadium to any person whose clothing or behaviour might jeopardise the progress of the match. Respect for one another and fair-play are key values. Therefore, HOLDERS undertake in particular not to engage in any behaviour that might cause harm to other persons, to the event or to FRANCE 2023.

Inside the hospitality areas, the HOLDERS undertake to adopt an attitude and behaviour that is not likely to jeopardise the holding or the progress of the match or harm the other HOLDERS or the employees and service providers working there. The HOLDERS must also dress in a way that is appropriate in light of the services included with the Ticket. Where applicable, France 2023 will inform the HOLDER, prior to the match, about the dress code required for each hospitality area, the HOLDER undertaking in advance to comply with same.

Alcoholic drinks may be available for consumption in the hospitality areas. The HOLDERS are aware of the dangers posed to their health and behaviour by the consumption of alcohol and undertake not to exceed the reasonable limits of alcohol consumption in order not to jeopardise the orderly progress of the match or cause harm to anyone else. Any HOLDER who fails to comply with these provisions will be escorted outside the Stadium and/or the hospitality areas, and will not be entitled to claim any reimbursement.

The HOLDERS undertake to act strictly in keeping with the applicable laws in France and abroad against bribery, influence peddling and conflicts of interest. The BUYERS undertake and guarantee that their employees, shareholders, directors, senior officers, affiliates and subcontractors, as well as their legal representatives, will comply with this undertaking.

It is also forbidden to jeopardise the orderly progress of the match by holding an unauthorised event or demonstration within the stadium or nearby, whether the event or demonstration in question is of a commercial nature (including any "ambush marketing"), or of a militant or personal nature.

It is forbidden to conduct any sales activity whatsoever, to offer free of charge or in return for consideration, to sell or to hold items with the intention of selling them (such as, but not limited to, drinks, food, souvenirs, clothes, promotional and/or commercial items, printed materials), without the prior written authorisation of FRANCE 2023 and/or RWCL.

For safety and security reasons, parents are advised not to hold young children on their lap.

Spectators must at all times comply with the Stadium Rules and Regulations, which are available to view on the Website.

### 7. IMAGE RIGHTS

Any HOLDER authorises FRANCE 2023 and the operator of the stadium, free of charge, to record and to use images in which they appear, by any means of acquisition (photography, video, etc.) during the matches, on all media (without limitation in terms of quantity) and via any means of publication or broadcasting, worldwide and for the entire duration of the protection of the rights over same, with permission to assign these rights, for commercial or promotional purposes and/or for the purposes of showing the Rugby World Cup 2023 matches, the stadium and/or FRANCE 2023, and as part of the transmission of these matches by any medium whether current or future. FRANCE 2023 and RWCL are entitled to assign these rights freely to any third party of its choosing.

Any photographs taken or other recordings of sounds or images made by a HOLDER in a stadium may be used only for private and personal, non-commercial and non-promotional purposes. Apart from private and personal, non-commercial and non-promotional purposes, i.e. to the exclusion of any commercial purposes, the HOLDER must not publish or broadcast at any time, over the Internet, on radio, on television and/or on any other form or type of media, whether current or future, any sound, image, description or result and/or statistics of a match (whether wholly or partly), including any content of this kind created, recorded or captured as a still or moving image by mobile phones or by any other form of wireless and/or portable terminal, nor aid or abet any other person in engaging in such activities.

## 8. SPORTS BETTING

In order to circumvent the risk of fraud in sports, it is forbidden to bet in any way whatsoever (electronically or otherwise) within the precincts of the stadium, on any elements, results or events linked to the sports event, or to use any means of communication (electronic or otherwise) to gather sports-related data intended for betting

purposes. In the event of a violation of this prohibition, all requisite measures will be taken, ranging up to expulsion of the person involved from the stadium.

#### 9. PROMOTIONAL AND COMMERCIAL ACTIVITES

It is strictly forbidden to use any Ticket as a means of promotional and/or commercial activities, for instance as a prize in any competition, charity sale, auction, competition, game, lottery, internal incentivisation operations and any similar activities.

It is forbidden to use any Ticket as an element of a sale linked to the provision of any services or the sale of any goods by the BUYER, a BENEFICIARY or a third party, without first securing the express approval of FRANCE 2023.

FRANCE 2023 are entitled to bring any civil or criminal action that it will see fit in case of a violation of these provisions.

#### 10. VIDEO SURVEILLANCE

The HOLDER is informed that, for their safety and security, the stadium is equipped with a CCTV system that is monitored by French officers of the *Police Judiciaire* and whose images may be used in case of legal action or prosecution. Data subjects have a right to access the recordings throughout the timescale of retention of the images in accordance with the provisions of article L. 253-5 of the French Homeland Security Code. This right may be exercised by writing to the operations manager of the stadium involved or to the French Data Protection Authority (CNIL) at the following address: CNIL - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

#### 11. DATA PROTECTION LAW

FRANCE 2023 undertakes to process and to store any personal data that is entrusted to it in keeping with the provisions of the French data protection law no. 78-10 of 6 January 1978, subsequently modified by the French law no. 2018-493 of 20 June 2018, as well as the European General Data Protection Regulation no. 2016/679 (the "GDPR"), solely for the purposes of the organisation and the management of the matches that it organises and to keep BUYERS informed about the latest news of FRANCE 2023 and grant them priority access to goods and services linked to its activities. The HOLDERS are informed that they have rights of access, rectification, limitation, portability and erasure over this information in accordance with the French law no. 78-17 of 6 January 1978 and the GDPR (as mentioned above). Any person whose personal data is gathered also has the right to challenge, on legitimate grounds, the processing of their data, and the right to determine the fate of their data after their death. These rights may be exercised at any time by sending a request by post to the following address:

FRANCE 2023 – 5 avenue du Coq, 75009 Paris, France.

FRANCE 2023 undertakes to deal with this request within a timescale of one month following its receipt.

If a HOLDER believes, after contacting FRANCE 2023, that their data protection rights have not been complied with, they may send a complaint to the CNIL

For more information concerning the processing of personal data, please consult our confidentiality policy, which is accessible at the following address: <a href="https://tickets.rugbyworldcup.com/fr/politique">https://tickets.rugbyworldcup.com/fr/politique</a> de confidentialite

# 12. LIABILITY OF FRANCE 2023

Insofar as this is permitted by law, FRANCE 2023, RWCL, and any official agent involved disclaim liability for any damage and/or incidents beyond their control that occur during the event. If FRANCE 2023 and/or the official agent involved are held liable for such an incident, FRANCE 2023 and the official agent undertake to refund the price of the Tickets that the BUYER paid to FRANCE 2023, subject to the applicable rules and regulations.

FRANCE 2023 will not be held liable in case of non-performance, late performance or partial performance of its obligations due to circumstances of force majeure, as defined by article 1218 of the French Civil Code, that results: (i) in the outright cancellation, the partial cancellation or the deferral of Rugby World Cup 2023, or (ii) the holding of Rugby World Cup 2023 behind closed doors or with a limited audience, compelling it as a result

to cancel all or part of the Tickets ordered for Rugby World Cup 2023. If RWCL decides to hold a match behind closed doors, the HOLDER will be denied access to the stadium. For the avoidance of doubt, the following will be considered as constituting force majeure: epidemics and pandemics (including Covid-19), and all decisions taken by government, administrative or judicial authorities to deal with same that are binding upon FRANCE 2023 and that have an impact on the organisation of Rugby World Cup 2023.

Within the same limitations, the HOLDER waives and undertakes to ensure that its insurers waive any direct or subrogation actions against FRANCE 2023 and its insurers in connection with the events that are described above, and by extension, in case of force majeure.

Any ancillary bookings, including travel arrangements, accommodation, purchases, rentals, or in general any services that are booked by the HOLDERS in connection with their attendance at the match, will be at their own expense and risk.

The HOLDER will be responsible for any personal property that they bring into the stadiums, FRANCE 2023 and the official agent disclaim liability in case of loss, theft or damage to the personal property of the HOLDER.

The teams that are due to play in the matches, the compositions of the teams, the venues, the dates and times of the events may be modified at any time by decisions taken by the Rugby authorities and/or any administrative authority. Neither FRANCE 2023 nor the entities to which it delegates the provision of services as part of the organisation of the matches will incur any liability as a result.

Any persons that the BUYER brings into a stadium remains under the full responsibility of the BUYER.

The BUYER agrees to ensure the BENEFICIARY or BENEFICIARIES' full compliance with these T&Cs and with the Stadium Rules and Regulations and undertakes to disclose to them the texts of these provisions, or the web links giving access to same. The BUYER acknowledges and agrees that the Tickets that are allocated to them might be for seats that are not located side by side or even near one another.

Any personal arrangements made by a HOLDER in connection with his or her attendance at a match, including travel, accommodation or hospitality bookings, are at the HOLDER's sole risk, and France 2023 and/or RWCL or the official agent involved hereby disclaim liability for same.

## 13. CANCELLATION AND REFUND TERMS

## 13.1. Scope of the validity of the Ticket

FRANCE 2023 does not guarantee that the match for which the Ticket is sold will be held on the date, at the time and at the venue stated on the Ticket.

FRANCE 2023 and RWCL will be entitled to make changes to the time, the date, the duration or the venue of any match, or to any other detail of relevance to any Ticket, in case of unforeseen circumstances, such as force majeure, safety or security issues or decisions taken by any authorised person or by any authority that has jurisdiction to do so.

In case of such a change, FRANCE 2023, RWCL and any official agent involved will not be liable to the BUYER of the Tickets, or to any other person, for the costs, expenses or losses arising from this change, save as per the terms that are set out in the following paragraphs.

As soon as possible after the decision to delay, postpone, reschedule or cancel a match, all the information available will be uploaded to the Website and brought to the attention of the BUYER by any available means. Please note that it is also the HOLDER's responsibility to ascertain whether the match has been delayed, postponed, rescheduled or cancelled, whatever its date, time or place.

In accordance with the provisions of articles L. 332-15 and L. 332-16 of the French Sport Code, FRANCE 2023 will cancel any Ticket(s), and will expel a HOLDER from the stadium, where applicable, as soon as it is informed about a measure decreed by a government body or a court banning the HOLDER in question from entering any stadium.

If a BUYER, BENEFICIARY or a HOLDER commits a violation of these T&Cs or of the Stadium Rules and Regulations, or any fraud or attempted fraud that is detected in the stadium or at the security checkpoints, or any violation of the safety and security regulations that are applicable in sports venues, this will result in the cancellation of the Ticket and the expulsion of the HOLDER from the stadium, if FRANCE 2023 considers this appropriate.

## 13.2. Delay

In case of a delay (such as if the starting whistle is delayed for any reason whatsoever on the day of the match, whatever the duration of the delay, or the match's start time is deferred, whatever the new arrangements, but not the date), FRANCE 2023 and any official agent will not have any obligation to refund to the BUYER any part of the price of the Ticket(s), nor to pay the BUYER any compensation for the delay or for any consequences that this delay might have for the BUYER, the HOLDER and/or any third parties.

#### 13.3. Interruption

In the event of a definitive interruption of the match after it has begun, FRANCE 2023 and any official agent will not have any obligation to refund to the BUYER any part of the price of the Ticket(s) nor to pay them any compensation for the subsequent deferral of the match or for any consequences that this might have for the BUYER, the HOLDER and/or any third parties.

#### 13.4. Postponement

If a match is interrupted in accordance with the terms of article 13.3 or rescheduled for another date:

- a) if the match is postponed to a different date at the same venue as initially planned: the HOLDER of the Tickets may use the original Ticket(s) to watch the rescheduled match.
- b) if the match is postponed to a different date at another venue, the Ticket will be cancelled and refunded as soon as possible to the BUYER.

### 13.5. Matches played behind closed doors or with limited capacity

If a match is played behind closed doors or with a limited audience pursuant to a decision taken by FRANCE 2023 and RWCL, whatever the reason for this, the HOLDER's Ticket may be refunded provided that the BUYER requests this from the official agent within fifteen working days following the originally planned date of the match. The refund will be issued to the BUYER, within six months following the event.

## 13.6. Cancellation

If a match is cancelled outright, the HOLDER's Ticket will be refunded provided that the BUYER requests this from the official agent within forty-five working days following the originally scheduled date of the final Rugby World Cup 2023 match. In case of outright cancellation of Rugby World Cup 2023 as a whole, the Ticket will be refunded provided that the BUYER requests this within forty-five working days following the date on which the cancellation of Rugby World Cup 2023 was made public and brought to the BUYER's attention. The refund will be issued to the BUYER, within six months following the event.

#### 14. CLAIMS

Any claim regarding billing will only be considered if it is raised within forty-five working days following the scheduled date of the final match of the Tournament. The BUYER may contact the Customer Service unit of FRANCE 2023 or of the official agent, where applicable, if they have any questions or issues.

If any provisions of these T&Cs are deemed inapplicable, for any reason, by a court or an authority that has jurisdiction, the other remaining provisions will remain fully in force, in accordance with the intention of the parties.

The French version of these T&Cs is the only authentic and authoritative version.

They are accessible at the following URL: <a href="https://travel2023.rugbyworldcup.com">https://travel2023.rugbyworldcup.com</a>

#### 15. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

These T&Cs are governed by and interpreted in accordance with French law.

Any dispute in connection with the purchase or the use of a Ticket must be brought to the attention of the official agent involved by registered post.

In accordance with article L. 612-1 of the French Consumer Code, in case of a dispute, the BUYER may resort, free of charge, to the mediation service of AME Conso, which FRANCE 2023 is registered with, in a bid to reach an amicable settlement:

- via the Internet at the following URL: <a href="https://www.mediationconso-ame.com/demande-de-mediation-ame.html">https://www.mediationconso-ame.com/demande-de-mediation-ame.html</a>
- or by post: AME Conso, 11 place Dauphine, 75001 Paris, France.

Any dispute arising from the application or the interpretation of these T&Cs, and in general, any dispute in connection with the purchase or the use of the Tickets, must be brought before the French courts.

# INTERNAL RULES OF THE HOSPITALITY AREAS OF THE STADE DE FRANCE

The CLIENT undertakes to comply with these internal rules of the Stade de France Hospitality Areas (hereinafter the "Areas") and guarantees compliance with the said rules by all their Guests. The CLIENT is thus responsible for notifying each Guest of these rules. The CLIENT also undertakes to comply with any modifications and/or amendments that may be made to these rules and which will be notified to them by simple letter or email.

#### 1. CONDITION

The Areas are deemed to be made available to the CLIENT in good condition. The CLIENT undertakes to leave the Areas in good condition and return them after each Match in the condition found upon their arrival, except for normal wear and tear.

#### 2. PARKING

Parking spaces will be allocated to the CLIENT in the car parks located under the Stade. The CLIENT will also have an acquisition priority for additional parking spaces.

# 3. ACCESS TO THE AREAS

The CLIENT benefits from private access (VIP entrance and special reception hall reserved for users of the Hospitality Packages). Given the access rules and security procedures of the Stade de France, any person who does not have a ticket or accreditation shall be refused access to the Stade on Match Days.

# 4. EXCLUSIVITY

Due to the exclusivity granted to certain service providers, in particular listed host agencies and caterers, the CLIENT will not be able to use service providers other than those provided by the Stade de France.

# 5. RECEPTION

Reception staff (host service) will be present to inform and guide the CLIENT and their Guests.

#### 6. CATERER

The CLIENT will be informed by VINCI STADIUM before the start of the Tournament of the name of the caterer and the menu selected for each Match. Various types of beverage may be provided within the limit of reasonable consumption given the importance of the event and practices in the profession.

# 7. REASONABLE USE OF THE AREAS

The CLIENT undertakes to enjoy the premises provided to them in a reasonable manner. As such, any noisy event and any activity that may interfere with the running of the Matches or which could harm the peace and quiet enjoyment of their neighbours, are prohibited. Activities contrary to public order or good morals are also prohibited.

# 8. ADVERTISING/PROMOTIONAL OBJECTS

No advertising other than that installed by VINCI STADIUM is authorised (blinds, displays, signs, balloons, etc.) and no distribution of brochures, prospectuses or advertising materials whatsoever is permitted. The CLIENT shall therefore not affix inscriptions, plaques, panels or distinctive signs other than those installed by VINCI STADIUM. However, when the CLIENT benefits from a Private Area (Private Box or Private Lounge), subject to the prior approval of VINCI STADIUM and the Organiser, which remain free to refuse, the CLIENT may give visibility to its brands solely within its private Area, excluding any external visibility (outside door, grandstand, etc.).

Except by express prior agreement of VINCI STADIUM, the CLIENT undertakes to refrain from distributing advertising items referring to the CLIENT and particularly advertising cushions and hats (caps, sunhats, visors, boaters, etc.) in the Areas they occupy.

## 9. SALE OF PRODUCTS

No sale of products by the CLIENT or their Guests is permitted.

# 10. TRANSFORMATION/MODIFICATION

The CLIENT may not make any changes to the Areas made available to them.

However, when the CLIENT benefits from a Private Area (Private Box or Private Lounge), subject to the prior approval and validation of VINCI STADIUM and the Organiser, who remain free to refuse, the CLIENT will be able to install minimalist decoration (thematic frames, screens, etc.) at their own expense.

## 11. REPAIR/UPKEEP

The CLIENT is obliged to comply, and ensure that all their employees and Guests comply, with the security, public order and police regulations and instructions in force in the Areas. As such, the CLIENT will be responsible for any damage, degradation, or deterioration of the Areas made available to them which is duly recorded at the end of a Match or the Tournament. In the absence of a response from the CLIENT within 15 days, VINCI STADIUM reserves the right to have such work carried out as a matter of urgency and shall re-invoice all costs to the CLIENT.

The CLIENT hereby waives any recourse against VINCI STADIUM for non-corporal injury of any nature whose occurrence is causally linked to the provision of the Areas. The same applies to any inconvenience, damage, deterioration or accidental interruptions which may affect the supply of water, electricity, heating, alarms and other technical installations servicing the building. In addition, in the event of technical unavailability of a scheduled Area (particularly in instances of work), another equivalent area will be made available to the CLIENT.

#### 12. GENERAL SAFETY INSTRUCTIONS

The CLIENT undertakes to comply with the general security instructions applicable to the Stade de France. They undertake to comply with any changes or amendments made thereto. VINCI STADIUM, the operator of the Stade de France, and the security personnel will have access to the Areas at all times.

## 13. ALCOHOLIC BEVERAGES

As the consumption of alcoholic beverages in stadiums is prohibited, it is strictly forbidden for people in the Areas to consume alcoholic beverages on the Stade terraces and in public areas.

#### 14. SMOKING BAN

In accordance with French Decree No. 2006-1386 of 15 November 2006 laying down the conditions for the prohibition of smoking in places assigned for public use, smoking is prohibited in any closed and covered space.

# **15. THE CLIENT'S LIABILITY**

The CLIENT is responsible for the actions of their Guests. In the event of non-compliance by the latter with the obligations contained in these rules, VINCI STADIUM reserves the right to take action against the CLIENT.

# 16. VINCI STADIUM'S LIABILITY

VINCI STADIUM is not responsible for personal belongings that may be left behind in the Areas.