Terms of sales

billetterie@cleryraconte.com

Version 1.1.0 of October 17, 2018

This ticketing service is produced by <u>CLERY SON HISTOIRE EN LUMIERE</u> Association, (The Head Office: 94 rue du Maréchal Foch-45370 CLERY SAINT ANDRE, FRANCE) n° VAT FR 16407768084.

PREAMBLE

It is previously specified that these general conditions govern exclusively the sale of show tickets and banquets on the website cleryraconte.com. They are systematically brought to the attention of each buyer to allow him to order. These conditions apply to the exclusion of the conditions in force at partner points of sale, in particular those in force for in-store sales.

1 PRICES

- 1. The ticket prices are indicated in euros all taxes included excluding shipping costs when booking. The price on the ticket is the overall price paid by the spectator. The price paid by the spectator cannot be modified without the agreement of <u>CLERY SON HISTOIRE EN LUMIERE</u>. A ticket cannot be resold at a higher price than its face value.
- 2. Different types of prices can be offered according to events (banquet and/or show) or booking methods.
- 3. All orders regardless of their origin are payable in euros.
- 4. <u>CLERY SON HISTOIRE EN LUMIERE</u> reserves the right to modify its prices at any time but the events will be charged on the prices in effect when placing orders.

2 AVAILABILITY

The ticket reservations take place in real time. In this context, we inform you of the availability of tickets when placing your order.

The email sent after payment with a secure link to our website allows you to check that the places allocated to you correspond to the chosen date.

3 PAYMENT

We remind you that confirming your order implies to pay the price indicated.

Only payment by credit card is possible. It allows you to book your tickets online immediately, firmly and definitively except in specific cases explicitly proposed. The cards accepted for payment of an order at the ticket office are the network bank cards *Bank Card*i, *Mastercard*ii, *Paylib*iii and *Visa*iv.

i.More informations on the website Bankcard.com

ii. More informations on the website mastercard.com

iii. More informations on the website paylib.fr

iv. More informations on the website visa

4 SECURITY OF PAYMENTS AND PERSONAL DATA

4.1 Security of payments

Our website is subject to a security system.

Our bank adopted TLS 1.2v encryption method, it also reinforced all scrambling and encryption processes to protect sensitive data related to means of payment as effectively as possible.

Moreover we do not keep any bank details within the ticket office.

As part of the fight against fraud, our bank has implemented 3D secure paymentvi, an authentication payment system. This service is free and can be triggered for your payments by *Bank Card, Mastercard* and *Visa*. With the 3D Secure (also called Mastercard Secure Code or Verified by Visa), your bank verifies your identity at the time of payment. The identification process being specific to each bank, please check with your bank the identification method used.

4.2 Personal data

Information and data concerning you are necessary to the management of your order and our commercial relations.

In accordance with the Data Protection Act of January 6, 1978vii, you have a right of access, of rectification to the information concerning you which can be exercised at the address <u>CLERY SON HISTOIRE EN LUMIERE</u>, 94 rue du Maréchal Foch- 45370 CLERY SAINT ANDRE, FRANCE by telling us your name, surname and address or by email at <u>contact@cleryraconte.com</u>.

5 VALIDATION

When you click the button "make the payment" at the end of the order process, on the page "validation of your order", and that you declare to accept the box checked "I certify that I have read et accepted the terms of sale" you declare to fully and unreservedly accept the entirety of these general conditions of sale.

Your show ticket order is definitely confirmed and engage <u>CLERY SON HISTOIRE EN LUMIERE</u> only upon receipt of the confirming email that the order has been validated. Consequently, we invite you to consult your emails and your spams.

6 GETTING TICKETS

- 1. The tickets are personal and non-transferable
- (a) If you have chosen to withdraw the tickets on site, they are to be taken on the day of the show from the opening time of the doors (6 pm the banquet/show evenings and 8 pm the show evenings).

v. The protocol for securing internet exchanges on Wikipédia

vi. Secure internet payment protocol on Wikipédia

vii. The text of the law is available on the website legifrance.gouv.fr

(b) If you have chosen to receive the tickets by post, they are sent by La Poste. The delivery is being made by a third party therefore we are not responsible if you don't receive it.

2. Terms of payment

- (a) To guarantee maximum payment security, we reserve the right to ask you to present your identity card when collecting your tickets the day of the show on site.
- (b) For all credit card payment, it's debited upon final validation of the order on cleryraconte.com. The credit card debit is independent of the effective withdrawal of tickets. In any case the tickets are paid even if you fail to collect them. Please note that tickets can be collected no later than the evening of the selected show.
- 3. The proof of payment is provided in the form of an email by our bank and the tickets are delivered according to the chosen option: immediately in the case of e-tickets, sent by post upon receipt of payment confirmation or the night of the concerned show in case of withdrawal on site. The tickets are labeled according to "the coordinates" you have indicated during the ordering process. No duplicates will be issued.

The treasurer of <u>CLERY SON HISTOIRE EN LUMIERE</u> can provide invoice via email or a paper version a posteriori if requested.

7 TICKET CONTROL

The ticket has to be with its control coupon when presented at the entry of the site (invalid ticket if presented without its control coupon) and has to be presented at any security control on site. In case of reduced fares, an identity card (with a picture) justifying the reduction must be presented to the control.

Non-presentation of supporting documents leads to cancellation of the reduction and the immediate payment of the supplement to reach the full rate.

8 CANCELLATION AND REFUND

In accordance with the article L 121-21-8 of the French consumer codeviii, the show tickets are not subject to a right of withdrawal.

A ticket cannot be returned or exchanged, even in case of loss or theft. No duplicates will be issued. It cannot be resold at a higher price than its face value (law of June 27, 1919ix and the present general conditions).

In case of cancellation of the event, only the ticket price will be refunded. This repayment will only take place in favor of the initial purchaser against delivery of the ticket. In all cases, no costs of any kind will be reimbursed or compensated.

viii. The text of the law is available on the website legifrance.gouv.fr ix. The text of the law is available on the website legifrance.gouv.fr

In case of report, the possible repayment of the ticket will be subject to the conditions of the event organizer. If the show must be interrupted beyond half of its minimum duration provided for by the organizer, the ticket will not be subject to any exchange or refund.

The events take place under the sole responsibility of the organizer.

At the announcement of the cancellation of the date for which you have reserved places, you accept that <u>CLERY SON HISTOIRE EN LUMIERE</u>, as far as possible, can use the contact details you entered when booking to keep you informed of the procedure to follow.

9 CUSTOMER SERVICE AND TRACKING CONTROL

For any information or question, you can contact us at any time:

- By email to the following address: billetterie@cleryraconte.com
- By phone at +336 41 67 53 36

10 RESPONSIBILITY

For the delivery of your tickets, <u>CLERY SON HISTOIRE EN LUMIERE</u> offers you either to collect your tickets at the ticket office or on the site, the use of e-tickets, or by post.

It is recommended to occupy your place at least 15 minutes before the start of the show.

The spectator may be required to undergo a security check at the entrance to the site. Access may be refused to any person refusing to submit to this security measure. For safety reasons, it is forbidden to introduce into the site: weapons, flammable or volatile explosive substances, bottles, containers, sharp or blunt objects and in a general way any object likely to serve as a projectile, any dangerous object and any pyrotechnic article, signs and banners of any size of a political, religious or advertising nature. Any offender engages his responsibility and exposes himself to prosecution. The audience is informed that in the event of filming of the DVD their image would be likely to appear there. The holder of a ticket attends under his own responsibility the event to which the ticket gives access. Any exit is final except in exceptional cases.

11 APPLICABLE RIGHT – DISPUTES

The ticket sales referred to herein are subject to French law. In the event of a dispute, the French courts have sole jurisdiction.