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# GENERAL TERMS OF SALE FOR THE ONLINE PURCHASE OF ELECTRONIC TICKETS TO PRESTASHOP EVENTS

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Electronic tickets are sold on the website <u>events.prestashop.com</u> (the "**Website**"), published by PrestaShop, a limited company with head offices located at 12 rue d'Amsterdam, 75009 Paris, France, registered with the Paris Trade & Companies Register (RCS) under number 497 916 635.

Along with the <u>Data Protection Policy</u>, the present General Terms of Sale (GTS) form the entirety of the terms of use of the Website.

The GTS and the policies are available in French and other languages.

However, in the event of inconsistencies or contradictions between the French version and translations of these documents, the French version will prevail.

## 1. Object

The purpose of the GTS is to present all the terms and conditions which are applicable to the purchase of electronic tickets (hereinafter the "Services") by people wishing to attend one or several events (hereinafter the "Events") organized by PrestaShop (hereinafter the "Organizer").

People who purchase an electronic ticket are assumed to be professionals. They are referred to hereinafter as the "Participants".

## 2. Modification and acceptance of the GTS

The Organizer reserves the right to update and modify the GTS at any time.

Any updates and modifications will come into effect on the date of their publication on the Website. It is the Participants' responsibility to regularly check the GTS, which are always available on the Website.

Use of the Services after a modification of the GTS will be considered as unequivocal acceptance thereof.

## 3. Event dates and locations

The different Events, as well as conferences and workshops, are presented on the Website.

Tickets can be purchased up until the date of the Event, unless the Organizer has limited the number of Participants for safety reasons.



## 4. Access to Events and participation in conferences and workshops

The purchase of electronic tickets by Participants gives the latter access to the Event mentioned on the ticket.

Entry to conferences and workshops is theoretically free and open, limited to the number of available seats.

Under no circumstances does the Organizer guarantee the Participants will have access to all the conferences and workshops they want to attend.

Participants are strongly recommended to arrive early for the conferences and workshops they wish to attend.

By way of an exception, entry to conferences and workshops may require special advance registration. If applicable, this will be indicated by the Organizer.

Participants are invited to check the Website to see if advance registration by name is required.

Conference and workshop names are provided for information only. They may be changed prior to the date of the Event. In the event of a change to the contents of a conference or workshop, the Organizer will publish the new description of the updated conference or workshop on the Website, as needed.

## 5. Ticket prices

Ticket prices are set as follow:

	PSD Paris
Super Early Bird	<b>10€ incl. VAT</b> until January 31st 2020 included
Early Bird	<b>50€ incl. VAT</b> from February 1st to March 31 2020 included
Early Bird 1	<b>100€ incl. VAT</b> from April 1st to June 3rd 2020 included

Tickets are payable in euros, by means of the payment methods offered on the Website.

Participants are asked to follow the transaction procedure as outlined on the Website, with the understanding that ticket orders will only be considered as confirmed and become binding on the Organizer after the Participant's receipt of the ticket confirmation email.

Electronic tickets can only be purchased on the Website. No other site is authorized to sell electronic tickets to the Events.



Under no circumstances may the Organizer be held responsible in the event of a Participant's inability to access an Event due to the purchase of a ticket sold by any means other than the Website.

At any time, the Organizer and/or exhibitors shall propose promotional offers for a definite period. As the case may be, conditions and period of validity of such promotional prices and/or offers will be subject to a specific advertising on the Website. Promotional offers shall not be applicable retroactively.

#### 6. Cancellation and refunds

The sale of electronic tickets will become final upon payment of the ticket price. They cannot be reimbursed or exchanged.

Event tickets are personal and issued by name. They may not be transferred or sold to a third party.

If an Event is postponed by the Organizer, the ticket will not be refundable but will remain valid for the rescheduled date of the Event.

As a result, Participants are asked to retain proof of purchase of their tickets.

# 7. Force majeure

Pursuant to Article 1218 of the French Civil Code, the Organizer shall not be held responsible in the event of its non-execution or delayed execution of any of its obligations under the GTS as a result of external, unforeseeable or compelling circumstances.

Consequently, the Organizer will be released from its obligations by any circumstances preventing access to an Event, such as storms, floods, strikes, demonstrations and terrorist acts, as well the implementation of measures to combat them, such as anti-terrorism measures or the Organizer's decision to cancel the Event due to an imminent risk to the safety of people and property.

In such instances, tickets will not be refunded, and cancellation of the Event will not entitle the Participants to any compensation from the Organizer.

# 8. Security

A Participant who is denied entry to an Event due to their refusal to comply with the required security measures will not be entitled to a refund of the ticket price.

Participants are asked to review any security measures posted on the Website.

The Participants acknowledge that the Organizer will not be held liable for any damage arising as a result of their non-compliance with security measures.

For security reasons, Participants' IDs and personal belongings may be checked by the security team at the entrance to the Event.

Anyone refusing to comply with the security measures may be denied access to the Event.



Photography and video recording are only allowed for purposes of press publications or for personal use. Only portable cameras are allowed. The use of a stand (tripod or monopod) is subject to the prior authorization of the Organizer.

For security reasons, Participants may not bring in any weapons, explosives, flammable products or volatile substances, bottles, containers, sharp or blunt objects or, more generally, any object which could be used as a projectile.

Anyone violating this list of banned objects and/or preventing the smooth course of the Event and/or undermining the safety of people or property will immediately be removed from the Event with no right to a refund of the ticket price.

Participants are responsible for their personal belongings. Under no circumstances may the Organizer be held liable for their loss, theft or damage.

### 9. Personal data

As concerns personal data and the use thereof, the Participants are asked to review the Personal Data Protection Policy.

# 10. Right of publicity

Event Participants are informed that photographs and video images may be taken by the Organizer, the exhibitors and the press in any public space at Events.

Within that context, the Participants acknowledge and accept that:

- Their image may be captured in photographs and/or video recordings;
- The photographs and video recordings thus taken may be reproduced on any medium (websites, social networks and the press) and on any materials for the purpose of PrestaShop's internal and/or external communications, for business or other uses, on one or more occasions, relating to any subject directly or indirectly linked to PrestaShop's business, in any country around the world, namely due to the international nature of the Internet.

This authorization is granted to PrestaShop free of charge.

Participants may exercise their right to access, rectify or erase their image, free of charge, under the conditions laid down in the Data Protection Policy.

## 11. Applicable law and assignment of jurisdiction

These General Terms of Sale are governed exclusively by French law.

Any dispute that may arise as a result of the interpretation or execution of the GTS, or that may ensue therefrom, will first be submitted to a mediator at the initiative of the first mover, before being brought before a judicial or arbitration authority. If the mediation should fail, the dispute will be subject to the sole jurisdiction of the Commercial Court of Paris, including in cases involving multiple defendants or the introduction of third parties.