

GENERAL TERMS AND CONDITIONS OF SALE Events – Ticket Sales

Updated on January 13, 2025

The seller is QUADRIGAT, operating under the trade name FORMULE MAGIQUE, a simplified joint-stock company headquartered at 38 avenue de l'Hippodrome, 14000 CAEN, registered with the Trade and Companies Register under number 422 061 432. VAT number: FR46422061432. President: F4Events SAS, represented by Stéphane Pic-Pâris - E-mail: contact@formulemagique.com. Telephone: +33 2 31 942 942 (Normandy office). Hereinafter referred to as "the ORGANIZER."

1. SCOPE OF APPLICATION

1.1. These general terms and conditions of sale apply exclusively to any individual registration of a participant (hereinafter referred to as the "Participant") for a congress, seminar, or trade show (hereinafter referred to as the "Event") organized by FORMULE MAGIQUE – QUADRIGAT, whether in-person or remotely.

1.2. The general terms and conditions of sale are available on the Event's dedicated website (hereinafter the "Website").

1.3. Registering for the Event constitutes unconditional acceptance of these general terms and conditions of sale in their entirety.

1.4. The ORGANIZER reserves the right to modify these terms. The general terms and conditions of sale in effect on the date of registration shall apply to the respective registration.

1.5. Information regarding the Event (date, time, location or access link, program, etc.) is provided on the Website, and the Participant acknowledges having reviewed and accepted this information before registering.

1.6. The ORGANIZER reserves the right to establish specific conditions applicable to the Event, which must be accepted under the same conditions as these terms.

1.7. These general terms and conditions of sale do not apply to events organized by third parties, even when such third parties use FORMULE MAGIQUE – QUADRIGAT's organizational services, nor do they apply to the contractual relationship between FORMULE MAGIQUE – QUADRIGAT and its business partners who sponsor, present, or conduct workshops at the Event.

2. REGISTRATION – CONTRACT

2.1. Registration for the Event must be completed online via the Event's Website. For any questions before placing an order, the Participant may contact the ORGANIZER using

the contact details provided above or the email address listed on the Event Website.

2.2. The number of available seats for an Event may be limited. In cases where payment is pending (or the cart is saved), seat availability on the payment date is not guaranteed, and priority will be given to those who have completed payment, based on the order of payment receipt.

2.3. The price per Participant, stated in Euros (excluding and including taxes), is specified on each detailed online registration form. This price is fixed. Payment must be made as follows:

- **For visitors:** Full payment must be made online via credit card. Registrations not accompanied by payment will not be processed.

- **For congress participants:** Full payment is required upon receipt of the invoice, via online credit card payment or bank transfer. Registrations not accompanied by payment will not be processed.

Accepted credit cards include CARTE BLEUE/VISA and MASTERCARD.

The ORGANIZER has entrusted the online payment system to a specialized service provider ensuring payment security compliance with the Payment Card Industry Data Security Standard (PCI DSS) (STRIPE).

The ORGANIZER reserves the right to deny access to the Event in case of non-payment 15 days before the congress, except for staff members of organizations subject to public accounting rules, provided that they have submitted a duly issued purchase order.

2.4. Once the ORGANIZER has received the registration and the payment has been made, the ORGANIZER will send the Participant a confirmation summary, validating the order and the Event registration. If the ORGANIZER cannot process the Participant's registration request (due to late submission or lack of seat availability), the ORGANIZER will inform the Participant and refund the registration fee within seven (7) days via bank transfer.

Once payment has been made, the fee is non-refundable except in cases stipulated for the right of withdrawal and cancellations under the present terms.

3. RIGHT OF WITHDRAWAL

Pursuant to Article L.221-28, 12° of the French Consumer Code, the right of withdrawal does not apply to ticket purchases for events with a specific date. All orders are firm, final and due.

4. PARTICIPANT OBLIGATIONS

By registering with the ORGANIZER, the Participant accepts the following conditions:

- Any ticket issued for an Event is strictly personal and non-transferable; it may not be lent or resold to a third party.

- Each registration is valid solely for the specified Event and cannot be transferred to another Event.

- Upon confirmation of payment, the Participant will receive a personalized access badge, which must be worn throughout the Event. The badge is non-transferable.

- The ORGANIZER reserves the right to conduct identity checks to verify that the badge corresponds to the badge holder.

Unless prior written authorization is granted, a single ticket may not be used alternately by different individuals, even if they belong to the same company.

The ORGANIZER reserves the right to refuse entry to young children and pets at its events. Exceptional requests for accompaniment must be submitted in writing at least 15 days before the Event. A refusal does not constitute grounds for cancellation or refund.

By purchasing a ticket, Participants agree to adhere to all Event rules and refrain from illegal or inappropriate behavior. Participants must avoid any actions that could disrupt the Event, compromise safety, or damage the venue. The ORGANIZER reserves the right to take action against any violations and may expel non-compliant Participants without a refund.

5. MODIFICATIONS – CANCELLATIONS

5.1. Name changes may be made up to 15 days before the Event at no charge. After this period, an administrative fee of €30 (including VAT) will be applied for any name change.

5.2. In the exceptional case of event closure or non-opening due to force majeure or a regulatory obligation:

- If the event is postponed: the registration will be carried over.
- If the event is fully canceled: 80% of the paid amount will be refunded.

If refund conditions are met, the ORGANIZER will process the refund via bank transfer.

5.3. If necessary, particularly in the event of a speaker's absence, the ORGANIZER reserves the right to modify the Event program.

5.4. If the ORGANIZER is compelled to cancel the Event, Participants will be informed as soon as possible.

5.5. The ORGANIZER cannot be held liable if the Event is delayed or canceled due to force majeure or unforeseen circumstances, including any administrative or regulatory prohibition.

5.6. The ORGANIZER shall not be liable for external events such as political, social disturbances, transport strikes, or any

consequences affecting the holding of the Event or causing delays.

5.7. The ORGANIZER reserves the right to convert an in-person Event into a digital format, either wholly or in part.

6. USE OF PROMOTIONAL CODES AFTER PURCHASE

If a Participant has already purchased and paid for an Event pass and subsequently receives a promotional code offering a discount or free admission, the following conditions apply:

6.1. Non-retroactivity of promotional codes: Promotional codes apply only to new orders placed after the receipt of the code. They cannot be applied retroactively to previous purchases.

6.2. No refund or compensation: No partial or full refunds or compensation will be granted for prior purchases following receipt of a promotional code.

6.3. Validity of promotional codes: Promotional codes are valid for a limited time, as specified at the time of issuance. They can only be used under the conditions stated.

6.4. Non-cumulative nature: Unless otherwise stated, promotional codes cannot be combined with other ongoing offers or promotions.

7. INTELLECTUAL PROPERTY

7.1. The presentations delivered by speakers, as well as any materials distributed or provided during the Event, are protected by copyright under Articles L.111-1 and following of the French Intellectual Property Code. According to Article L.122-4 of this code, "any full or partial representation or reproduction made without the author's consent is unlawful." Article L.122-5 allows "copies or reproductions strictly reserved for private use by the copier and not intended for collective use," as well as "analyses and short quotations," provided the author's name and source are clearly indicated. Unauthorized representation or reproduction, by any means, would constitute copyright infringement and is subject to penalties under Articles L.335-2 and L.335-3 of the French Intellectual Property Code. The Participant will be held liable if unauthorized use is made of presentations, materials distributed, or documents provided during the Event.

7.2. It is strictly forbidden to make available to the public and/or distribute, live or recorded, in whole or in part, whether free of charge or for a fee, any audio recording and/or animated images captured by any means within the Event venue or of any materials transmitted as part of the Event, regardless of the methods of capture and distribution (Internet, radio, television, mobile phones, data storage devices, or any other present or future media),

without prior express authorization from the ORGANIZER.

8. RECORDING – IMAGE RIGHTS

8.1. The Participant is informed that the ORGANIZER may take photographs and/or record video footage during the Event, including screen captures of Participants who have activated their cameras during virtual sessions. Unless the Participant expressly objects, the ORGANIZER is authorized to photograph or film them during the Event and to distribute and reproduce these images on any media, as part of its Event communication.

8.2. Acceptance of these terms by the Participant constitutes, unless written notification is sent to the ORGANIZER at least five days before the start of the Event, authorization for the capture, reproduction, and representation of photographs and videos taken during the Event. Consequently, the Participant authorizes the ORGANIZER to distribute images taken during the Event. These images may be used in any form and on any media (Internet, radio, television, mobile phones, data storage devices, or any other current or future medium) indefinitely for promotional purposes related to the ORGANIZER's activities.

8.3. This authorization for recording and distribution also extends to images taken by the ORGANIZER's partners attending the Event or shared with them as part of a partnership agreement.

8.4. The Participant acknowledges that they have been fully compensated for their rights and will not claim any remuneration for the use of their image, which they expressly accept. This agreement is granted for a period of 70 years from the Event date.

8.5. Any Participant who does not wish to transfer their image rights must position themselves at the back of the room to avoid being photographed or filmed and must refrain from participating in any filmed activities during the Event.

9. CONFIDENTIALITY – DATA PROTECTION

The personal data collected during registration (which includes personally identifiable information) is subject to data processing. The legal basis for such processing includes:

- The legitimate interest pursued by the ORGANIZER, which includes:
 - Organization, registration, and invitation management for ORGANIZER's events;
 - Management of the relationship with Participants (e.g., sending registration-related documents, contacting Participants in case of Event modifications, processing refunds in case of withdrawal or cancellation);
 - Recruitment of new members.

- The execution of pre-contractual measures or the contract, specifically for:

- Managing Participants' orders;
- Payment collection.

- Compliance with legal and regulatory obligations, particularly regarding:

- Invoicing;
- Accounting.

The ORGANIZER retains data only for as long as necessary for the purposes for which it was collected and in accordance with applicable regulations. Participant data is retained for the duration of the contractual relationship plus three years for marketing and outreach purposes, without prejudice to statutory retention obligations or applicable limitation periods. For accounting purposes, data is retained for 10 years from the close of the fiscal year.

Prospective participant data is retained for three years if no participation or registration in an ORGANIZER event has occurred. The data collected is accessible only to authorized ORGANIZER personnel and service providers (such as online payment providers and external data hosting centers), with no transfer of data to countries outside the European Union. All service providers certify their compliance with the General Data Protection Regulation (GDPR), which took effect on May 25, 2018.

The Participant is informed and acknowledges that the Event Website and the event access platform may include technical features that track usage (such as user login accounts, IP addresses, types of applications used, connection logs, and other usage records). These may be used for anti-counterfeiting measures and/or to identify and prevent unauthorized or improper use of the Website or access rights to the Event.

The ORGANIZER ensures that all collected data remains strictly confidential. Such data is not shared with commercial partners or third parties without the express and prior consent of the Participant. In accordance with the provisions of the French Data Protection Act and the GDPR, individuals have rights to access, rectify, query, restrict, transfer, and delete their data. Individuals whose data is being processed may also object at any time, for reasons related to their particular situation, to the processing of personal data based on the ORGANIZER's legitimate interest, as well as object to direct marketing.

Individuals also have the right to define general and specific directives regarding how their rights should be exercised after their death, by sending a request via email to contact@formulemagique.com or by post to FORMULE MAGIQUE – QUADRIGAT, 38 avenue de l'Hippodrome, 14000 CAEN, accompanied

by a signed copy of an identification document.

Individuals have the right to lodge a complaint with the CNIL (French Data Protection Authority).

10. LIMITATION OF LIABILITY

10.1. The statements made by speakers, sponsors, and commercial partners during the Event are their sole responsibility. It is up to Participants to assess the relevance of the opinions or recommendations expressed. The ORGANIZER shall not be held liable, either directly or indirectly, for any damages or losses resulting from or related to the information shared or presentations made during the Event.

10.2. The ORGANIZER disclaims all liability for any delay or failure to transmit the order confirmation and/or event-related information due to an incorrect or incomplete email address provided by the Participant at the time of registration or subsequently.

10.3. The Website may be subject to maintenance operations, and the ORGANIZER reserves the right to temporarily suspend or modify access to all or part of the Website for maintenance purposes (including updates) or for any other reason, without this interruption giving rise to any claim or compensation. The

ORGANIZER undertakes to use all reasonable means to ensure continuous and high-quality access to the Website and digital Event. However, the ORGANIZER shall not be held liable for any network or server malfunctions or any other events beyond its reasonable control that prevent access to the Website or the Event.

- The Participant may access third-party websites via hyperlinks on the Event Website or through the Event itself. These third-party sites are designed and managed under the sole responsibility of third parties and are not subject to these general terms. The Participant is encouraged to review the contractual terms and conditions of use, privacy policies, and other legal information provided by these third parties, over which the ORGANIZER has no control.

- For Participants considered as professionals, the ORGANIZER's liability is always limited, in case of payment of damages or any other form of indemnity, to the amount of the ticket price paid by the Participant, regardless of the nature of the claim brought against the ORGANIZER in connection with the Event.

11. MISCELLANEOUS

11.1. These terms and conditions are governed by French law.

11.2. These general terms and conditions of sale cancel and replace all previous versions with earlier dates.

- If any provision of these terms is deemed void by a legal or regulatory provision, present or future, or by a court decision having res judicata effect and issued by a competent jurisdiction or authority, that provision shall be considered unwritten. However, all other provisions of the general terms and conditions shall remain binding between the parties.

- In case of difficulty in applying these terms, any Participant who qualifies as a consumer may seek recourse to a consumer mediator, identifiable at <https://www.economie.gouv.fr/mediation-conso>, before initiating legal proceedings. The mediator will attempt, independently and impartially, to bring the parties together to reach an amicable solution. The parties remain free to accept or refuse mediation and, in the event of mediation, to accept or reject the proposed solution.

Any European consumer may also use the Online Dispute Resolution (ODR) platform accessible at:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>