# GENERAL TERMS AND CONDITIONS OF SALE FOR TICKETING FOR THE 2024 ROLEX PARIS MASTERS



#### ARTICLE 1 - APPLICATION AND ENFORCEABILITY OF THE GENERAL TERMS AND CONDITIONS OF SALE

- **1.1.** These General Terms and Conditions of Sale (hereinafter the "GTCS") apply automatically to the sale or provision, by the French Tennis Federation (an organisation governed by the French Law of 1 July 1901, and state-approved by the decree of 13 July 1923, the registered office of which is located at Stade Roland-Garros, 2 avenue Gordon Bennett, 75016 Paris, France, and hereinafter referred to as the "FFT") of tickets (hereinafter referred to, individually or collectively, as the "Ticket[s]") providing access to the 2024 Rolex Paris Masters tournament (hereinafter referred to as the "Tournament"), being held at the Accor Arena (hereinafter referred to as the "Arena") from 26 October to 3 November 2024. These GTCS apply to any physical buyer (i) ordering online via the Website <a href="www.rolexparismasters.com">www.rolexparismasters.com</a> (hereinafter referred to as the "Website"), or (ii) via written request (order form) sent by post, or (iii) ordering directly at one of the ticket offices at Roland-Garros Stadium (during the 2024 Roland-Garros Tournament), or to any (iv) legal buyer (including works councils, leagues and departmental committees the FFT's decentralised bodies and tennis clubs affiliated to the FFT) entering into an agreement with the FFT, the principle or secondary purpose of which is the sale or provision of tickets granting access to the Tournament.
- **1.2.** Unless otherwise stipulated in the GTCS, no special terms may prevail over the GTCS. Any contrary condition, including purchasing, is unenforceable by the FFT. In the event of any contradiction between any of the provisions of these GTCS and any of the provisions of the agreements mentioned in Article 1.1. above, the provision of the relevant agreement shall take precedence over that of the GTCS.
- **1.3.** Any order of Tickets implies the full and unreserved acceptance of the GTCS by the Buyer of the Ticket(s) (hereinafter referred to as the "**Buyer**"). To confirm this acceptance, the Buyer must tick the box provided for this purpose on the order form or the Ticket sales path on the Website, or sign the agreement binding him/her to the FFT. Failing this, the order will not be processed. The Buyer declares that he/she has full legal capacity and/or any approval necessary as required to conclude such an agreement. Validation of a Ticket (or any other document granting access to the Arena), combined with the fact of entering the Arena by use of the Ticket, shall constitute irrevocable acceptance of the Arena Rules by any Buyer or Bearer of said Ticket (or pass) (hereinafter referred to as the "**Holder**") and/or of any FFT regulations or instructions applicable to the Tournament. A Ticket (or any other document granting access to the Arena) is validated by the scanning of its barcode by a special scanning device. Where applicable, the Health Protocol for Spectators in force at the time of the Tournament shall be available on the Website prior to the Tournament. The Arena Rules may be viewed at the Arena entrances and on its own Website (<a href="https://www.accorarena.com/uploads/aha/originals/be890c44-1b22-4d11-aed0-024796b386d2.pdf">https://www.accorarena.com/uploads/aha/originals/be890c44-1b22-4d11-aed0-024796b386d2.pdf</a>), as well as on the Tournament Website (or any Website that may replace it in the future).
- **1.4.** In the event that the bearer of the Ticket (the "Bearer") is not the Buyer, the rights and obligations resulting from the GTCS shall apply to the Buyer by right by virtue of the transfer of the Ticket under the conditions set forth in Article 5.2. below.

## ARTICLE 2 - CONDITIONS RELATED TO ORDERING TICKETS

(Orders placed by legal buyers other than works councils, leagues and departmental committees – the FFT's decentralised bodies – and tennis clubs affiliated to the FFT may be subject to special conditions that may depart from, clarify or supplement the provisions of Article 2)

- 2.1. Ticket sales periods/categories. Information relating to the Tickets and their sales periods is available on the Website.
- **2.2. Right-of-withdrawal exclusion**. It should be noted that the right of withdrawal does not apply to orders for Tickets for which payment has been received by the FFT, in accordance with Article L.221-28 of the French Consumer Code, which states that "The right of withdrawal may not be exercised for contracts: [...] (12°) for the provision of accommodation services, other than residential accommodation, goods transport services, car hire, catering or leisure activities that must be provided on a specific date or during a specific period."
- **2.3. E-tickets.** Any Tickets ordered on the Website will result in e-tickets being issued, which will be available on the Buyer's customer account by September 2024 at the latest.

# ARTICLE 3 – ORDER PAYMENT

(Payment for Tickets ordered by legal buyers other than works councils, leagues and departmental committees – the FFT's decentralised bodies – and tennis clubs affiliated to the FFT may be subject to special conditions that may depart from, clarify or supplement the provisions of Article 3)

- **3.1.** The Ticket price is provided in Euros inclusive of all taxes, but exclusive of administration fees as set forth in Article 3.2. below. Tickets are payable by credit/debit card exclusively (Bank e-cards or virtual bank cards are not accepted). **>>** Payment is taken within a maximum of ten (10) days following the order. Any payment incident will automatically result in the order being cancelled. **>>** Each Ticket acquired as part of an order is allocated a face value.
- **3.2. Administration fee.** An administration fee of four Euros (€4) is added to the price of each order.
- **3.3.** Tickets remain the property of the FFT until full payment of their price is made.

## ARTICLE 4 - ACQUISITION OF TICKETS

(The acquisition of Tickets ordered by legal buyers other than works councils, leagues and departmental committees – the FFT's decentralised bodies – and tennis clubs affiliated to the FFT may be subject to special conditions that may depart from, clarify or supplement the provisions of Article 4)

The e-tickets referred to in Article 2.3. above must be downloaded by each Buyer via his/her personal account created for the purposes of an

order and, where applicable, transferred to the Bearer in accordance with the procedure set forth in Article 5.2. below. They must be printed by the Buyer or the Bearer, as the case may be, by their own means (see Article 5.2. below).

## ARTICLE 5 - CONDITIONS OF USE OF TICKETS

(The use of Tickets ordered by legal buyers other than works councils, leagues and departmental committees – the FFT's decentralised bodies – and tennis clubs affiliated to the FFT may be subject to special conditions that may depart from, clarify or supplement the provisions of Article 5)

ANY HANDOVER OR TRANSFER, BY ANY MEANS AND IN ANY FORM WHATSOEVER, WHETHER FREE OF CHARGE OR FOR A FEE, OF A TICKET IS PROHIBITED, SUBJECT TO THE PROVISIONS OF ARTICLES 5.2. AND 5.4. BELOW.

- 5.1. Double session. The matches on Monday 28 October 2024, Tuesday 29 October 2024, Wednesday 30 October 2024, Thursday 31 October 2024 and Friday 1 November 2024 will be scheduled over two (2) sessions: a "Day" session equating to the time slot between the start of the matches and the end of the session, and an "Evening" session starting no earlier than 7 p.m. and ending once the matches are finished. >> The start and finish times of the Day and Evening sessions are provisional. Depending on how the matches pan out, and in order to ensure that they are distributed as fairly as possible, the FFT reserves the right, for any day giving rise to a double session, to remove one or more matches from a Day session and reschedule them in the Evening session. >> Where applicable, and for the day in question, the Day session will officially end at the conclusion of the last scheduled match that was played during the said session. This curtailing of the schedule will not, under any circumstances, give rise to the exchange or refund of Tickets, nor to any other form of compensation. The same would apply to one or more Evening sessions which start after 7 p.m., in particular because of a Day session which results in the Evening session starting later than the scheduled time of 7 p.m. **5.2. Printing, transfer and use of the Ticket.** The Ticket (or e-Ticket) must be presented at the entry point on a smartphone or in portrait format on A4 paper, printed via an inkjet or laser printer. » If necessary, the Ticket may be printed at the customer service desk in the Arena's "Grand Hall". The Ticket is only valid for the date and Session indicated on its front. It is neither exchangeable nor refundable. >> The Ticket may be transferred by the Buyer to another physical person (exclusively), free of charge (exclusively), until the day before the day indicated on the Ticket. Only the Holder of the Ticket may enter the Arena during the Tournament, with the printed Ticket and his/her Proof of Identity. Please note: if applicable, the Buyer should not forget to transfer the Ticket by e-mail to the Bearer. Once the name of the Buyer has been replaced by that of the Bearer, no new Ticket (e-Ticket) will be sent. The Bearer's name will appear on the Ticket. Please also note that only the Buyer of the Ticket may transfer it. The Buyer may change the Bearer at any time up until the day before the day indicated on the Ticket and transfer the Ticket to the new Bearer. >> Once inside the Arena, the Buyer or Bearer of the Ticket must keep it on their person in all circumstances; the Ticket must be presented during any check within the Arena.
- **5.3. Illegal sale and offer for sale of Ticket.** Unless an exception is expressly provided for by the FFT, selling or transferring, or offering to sell or transfer, one or more Tickets (particularly on non-official websites, resale websites or auction websites) is prohibited and puts the offender at risk of one or more of the penalties set forth in Article 13 below, without prejudice to any other civil or criminal action and to any damages. FFT members, leagues and departmental committees and tennis clubs affiliated to the FFT may also, where applicable, be subject to disciplinary sanctions within the scope of the FFT's Administrative Rules.

#### 5.4. Ticket resale service.

- 5.4.1. By way of the provisions of Article 5.3 above., and according to the conditions provided in this document, and those which would, where necessary, be later enacted by the FFT, as regards the resale of Tickets ordered via the Website or ordered at the 2023 Tournament or at the 2024 Roland-Garros Tournament, from the official start date of the Tournament, any Physical Buyer or Legal Buyer with the status of Works Council as described in Article L. 2311-2 et seq. of the French Labour Code, as well as the leagues and departmental committees the FFT's decentralised bodies and tennis clubs affiliated to the FFT, may put the Tickets that they have purchased from the FFT up for sale, within the framework of the Resale Service (hereinafter referred to as the "**Resale service**") operated by the FFT and accessible via the Website. Only the Buyer may resell the Tickets that they have duly purchased, to the exclusion of any other person, in particular the Holders of the Tickets. The resale of Tickets is only authorised via the Resale Service.
- 5.4.2. In the case of Tickets that are part of a "Premium Offer" or "VIP Offer" sold with additional services, said services are indissociable. Consequently, Tickets that are part of a Premium Offer or VIP Offer cannot be placed on sale separately (i.e. without the services included): <u>each Premium Offer or VIP Offer shall be placed on sale in its entirety (ticket + services).</u> It should also be specified that Tickets purchased on their own (i.e. without any additional services) may be put up for sale until the day of their validity date at 3 p.m. As regards Premium Offers or VIP Offers, they may be put on sale until the day before (11.59 p.m.) their validity date.
- 5.4.3. The original Buyer (understood to be the Physical Buyer or the Legal Buyers mentioned above and limited to the above) may ask the FFT to refund ninety per cent (90 %) of the price of the purchased Ticket(s) or Ticket(s) that are part of a Premium Offer or VIP Offer under the conditions described below, provided that the Ticket(s) or Ticket(s) that are part of a Premium Offer or VIP Offer can be reallocated to a third party who has purchased it/them via the Resale Service. In this case, the Ticket or the Ticket that is part of a Premium Offer or VIP Offer sold to the original Buyer will be cancelled and a new ticket/new Premium Offer or VIP Offer will be issued to the new buyer. The original BUYER will therefore be refunded ninety per cent (90 %) of the price he/she paid for the cancelled Ticket(s) or, ninety per cent (90 %) of the price he/she paid for the cancelled Premium Offer(s) or VIP Offer(s), excluding administration costs, which will remain irrevocably with the FFT. The refund will be made at the end of the Tournament, on a date and in accordance with procedures to be communicated in due course by the FFT on the Website.
- In the event that the Ticket(s) or Ticket(s) that are part of a Premium Offer or VIP Offer acquired by the original Buyer have not been reallocated to a third party who has acquired them via the Resale Service, no refund or exchange will be made, which the original Buyer expressly acknowledges and accepts. The Buyer shall be informed that last-minute tickets and tickets due to be issued in place of cancelled tickets may be put on sale via the Resale Service.
- **5.5. Promotional and/or commercial activities.** It is strictly prohibited to use any Ticket in support of promotional and/or commercial activities, especially (but not limited to) (i) as an endowment of any contest, sweepstakes, competition, lottery, in-house incentive operation or similar activity, (ii) as part of any travel service, and/or (iii) as part of any PR service. Any infringement detected by the FFT in this regard shall put the offender at risk of one or more of the penalties set forth in Article 13 without prejudice to any other action.
- **5.6. Health and/or security checks.** Ticket (or pass) Holders are hereby informed that, if circumstances require it, exceptional health and/or security measures may be implemented by the FFT, and may result in longer waiting times before entering the Arena. Each Ticket (or pass) Holder is therefore asked to plan ahead and to arrive at the Arena as early as possible in order to gain access to the match(es) of the relevant session in good time. **>>** Any Ticket (or pass) Holder may be subjected to security checks at the entrance to the Arena, under the conditions set forth in Article L. 613-3 of the French Internal Security Code. **>>** Any Ticket (or pass) Holder who refuses to undergo the various aforementioned checks will be denied access to the Arena or escorted from the Arena complex, if applicable. **>>** Ticket (or pass) Holders are asked to check the Website and the Arena Rules on a regular basis in order to best prepare for their visit to the Arena. The FFT accepts no liability whatsoever and will not provide any compensation or reimbursement, either fully or partly, in the event of a Ticket (or pass) Holder being delayed due to a health and/or security check, as set forth in this Article.

**5.7. Compliance with current regulations relating to combating any other form of epidemic/pandemic.** The Ticket (or pass) Holder undertakes to comply with all health measures in force, and in particular all decisions taken by the government or public authorities to combat any form of epidemic/pandemic, where applicable. Arena staff and/or any person authorised by the FFT may take any useful and proportionate measures with a view, in particular, to complying with the restrictions in force (wearing a mask, presentation of a health pass, curfew, etc.), as well as any other rules in force relating to a possible health protocol.

## ARTICLE 6 - FORCE MAJEURE, TERMINATION OF CONTRACT/REFUNDS

- **6.1. Force majeure.** In addition to the clarifying points set forth in Article 6.2. below, the FFT shall not be held liable for the non-execution, or the late or defective execution, of its commitments as a consequence of (i) *force majeure* as defined in Article 1218 of the French Civil Code, or (ii) all decisions made by governmental, public, administrative or legal authorities that have an impact on the FFT and on the running of the Tournament, which may, in particular, result in the complete cancellation, partial cancellation, or postponement of the Tournament, or in the Tournament being run behind closed doors or with a reduced attendance (taking into account the Arena's usual capacity), and thereby forcing the FFT to cancel all or some of the Tickets ordered for the Tournament.
- **6.2. Termination of contract/Refunds.** If necessary, the complete cancellation of the event(s) to which the Ticket gives access, for one of the aforementioned reasons, shall result in the automatic termination of the contract (the General Terms and Conditions of Sale) concluded between the FFT and Buyers of Tickets valid for the cancelled event. Cancelled Tickets may be refunded up to their purchase price (excluding administration fees), for the exclusive benefit of the Buyer.

## ARTICLE 7 - CANCELLATION/POSTPONEMENT/INTERRUPTION

- **7.1. Cancellation/Postponement/Interruption.** In the event of the complete or partial cancellation of the Tournament and/or in the event of the cancellation, postponement or interruption of matches due to unforeseen circumstances or *force majeure*, Tickets valid for the cancelled event may be refunded as follows:
- Tickets valid for several matches (during qualifying and from Monday 28 October to Saturday 2 November 2024 inclusive) will be refunded as soon as all the matches to which the Tickets grant access are cancelled consecutively, without having started (i.e. zero minutes of play).
- Tickets valid for a single match (Sunday 3 November 2024 only) will be refunded as soon as the match to which the Tickets grant access is cancelled, without having started (i.e. zero minutes of play).

Any match or event to which the Ticket grants access that has begun cannot be refunded, even if the match and/or event to which the Ticket grants access is interrupted and cannot be resumed (due to a player injury/withdrawal, or any event making it impossible to continue the match, etc.).

The FFT remains free to decide on the schedule, as set forth in Article 7.2. below.

- **7.2. Schedule.** With regard to the double session referred to in Article 5.1. above for the matches from Monday 28 October 2024 to Friday 1 November 2024 (inclusive) and subject to the provisions of the said Article 5.1., the provisional schedule is as follows:
- From Monday 28 October 2024 to Thursday 31 October 2024 (inclusive): three (3) matches are scheduled during the Day sessions and two (2) matches are scheduled in the Evening sessions.
- Friday 1 November 2024: two (2) matches are scheduled in the Day session and two (2) matches are scheduled in the Evening session.

The match and Tournament schedule is provisional and is only provided for information purposes. Any changes made to it shall not, under any circumstances, lead to an exchange or refund of the Tickets, or to any compensation.

# ARTICLE 8 - DISABLED PERSONS/CHILDREN UNDER FOUR

- **8.1. Disabled persons.** Holders of a disability card proving that they are disabled to a degree of more than 80 per cent and who use a wheelchair, or persons with a priority card or disability card specifying "need for assistance" or "blindness" must place their orders for Tickets directly via the Website after contacting the FFT's customer service department on +33(0)1.47.43.51.11 (or any telephone number that may be substituted for it), to access the specific ticketing service for people with disabilities.
- **8.2. Children under four years of age.** Access to the Arena is free for children under four years of age who are accompanied by a person in possession of a Ticket, upon presentation of proof of identity and subject to the following: Only one child per person in possession of a Ticket may benefit from free access to the Arena and the competition courts. Given that no seats are allocated to them, children under four years of age must sit on the lap of the accompanying adult. The customer service desk in the "Grand Hall" of the Arena will provide the accompanying adult with one (1) free Ticket enabling the child under four to enter the Arena.

# ARTICLE 9 – IMAGE RIGHTS

All Ticket Holders (adult or minor) are advised that they may be photographed and/or filmed by the FFT's teams and/or by any third party authorised by the FFT (in particular, but not limited to, media operators – television crews, photographers, print and Internet journalists, etc. – and official partners/suppliers of the Tournament and/or the FFT, etc.). Consequently, the Ticket (or pass) Holder or, where applicable, the legal guardians of the minor Holder and/or the child under 4 years of age referred to in Article 8.2. above, expressly authorises, free of charge, (i) the capture of his/her image by any method and (ii) the use of his/her image on all media (press, posters, leaflets, digital, analogue, etc., without restrictions as regards quantity) and for all types of broadcasting (television, cinema, exhibition, Website, social networks, etc.), by the FFT and/or by any third party authorised by the FFT (in particular, but not limited to, the FFT's decentralised bodies, media operators – television crews, photographers, print and Internet journalists, etc. – and official partners/suppliers of the Tournament and/or the FFT, etc.), for all purposes, including commercial purposes (in particular, but not limited to, the promotion of the FFT, its products/services, its business, the sport of tennis, the Tournament and its events, the Arena, the status of official partners/suppliers of the Tournament and/or the FFT and their products/services, etc.), as well as during the televised broadcast of the Tournament. This authorisation is valid for use throughout the world and for the entire legal duration of copyright protection relating to the aforementioned media. The Buyer of one or more Ticket(s) makes a guarantee to the FFT that

he/she has informed the Bearer(s) of the Ticket(s) of the terms and conditions of Article 9, as well as the legal guardians of the minor Holder(s), and that he/she has obtained their prior consent.

## ARTICLE 10 - GAMBLING

For reasons of sporting ethics and to maintain the integrity of tennis competitions, any Ticket Buyer or Bearer is prohibited from placing bets, directly or through an intermediary, by any method whatsoever (in particular through an online public communication service), in any form whatsoever (including private bets between individuals) relating to the Tournament within the Arena. In the event of a violation of this restriction, the FFT may take any measures it sees fit, including ejection of the relevant individual from the Arena.

## ARTICLE 11 - DATA AND INFORMATION RELATING TO MATCHES

It is strictly forbidden for any holder of a Ticket (or pass), attending any one of the matches at the Tournament, or present within the Arena, to collect, store, distribute, communicate, publish, deliver and/or make available to any person or any organisation, by any method, and from any location in the Arena, free of charge or for a fee, any data, statistic, information or fact related to any match taking place during the Tournament (in particular but not exhaustively, the live score point by point, match statistics, information related to a specific set or games, a warning given to a player by the chair umpire, an umpiring error, a player calling on the trainer, an injury, a player quitting the match, etc.) that they have become aware of. The continued use of laptops or electronic devices is strictly forbidden in the spectator areas adjacent to the courts. The media, suppliers and individuals working on the organisation of the Tournament, in possession of a valid accreditation and exercising their duties, will benefit from an exemption, however. In the event of a breach of the ban detailed in this Article 11, the party breaking the rules puts himself/herself at risk of one or several of the sanctions provided in Article 13 below, the FFT reserving the option to initiate proceedings or actions against him/her.

## ARTICLE 12 - RECORDING/BROADCASTING OF AUDIO AND/OR VISUAL RECORDINGS

12.1. It is strictly forbidden to capture and/or broadcast and/or make available to the public, live or tape-delayed, wholly or partly, whether free of charge or for a fee, any sound recording and/or any still or moving image captured by any method within the Arena (especially in the competition courts and inside areas subject to limited access, in particular changing rooms and areas reserved for competitors), regardless of the broadcasting method (Internet, radio, television, mobile telephones, data storage accessories or any other current and/or future media), without the prior and express authorisation of the FFT.

This restriction pertains, in particular, but not exclusively, to:

- Capturing and/or broadcasting and/or making available and/or incorporating any still or moving images and/or sound recordings captured within the Arena, on online community file-sharing sites or platforms, within digital publication media (webzines, etc.), as well as within any visual and/or sound work or production (films, documentaries, etc.).
- Capturing and/or broadcasting and/or making available, irrespective of the access or broadcasting method, any still or moving image or series of still or moving images of a promotional and/or commercial, abusive or excessive nature, or that would be inconsistent with good morality or public order.
- Capturing and/or broadcasting and/or making available any images of Tournament matches, irrespective of the category or competition court.
- Capturing and/or broadcasting and/or making available any images of training sessions organised in the Arena during the Tournament.
- Capturing the competition courts in any way.
- Broadcasting, either live or tape-delayed, in any way from any part of the Arena.
- Requesting and capturing private interviews with players in any way.
- Marketing images captured within the Arena in any way.
- Devising, from any image captured, on any medium whatsoever, a magazine or specific programme, the main or secondary focus of which is the Tournament.
- Communicating about the use of images captured during the Tournament in any way.
- Using all or part of the images captured in the Arena for promotional purposes (trailers, etc.) in any way.
- Matching and/or connecting any image captured in the Arena with brands, logos and distinctive features of the Tournament and the
- Connecting, directly or indirectly, all or part of the images captured in the Arena with any brand and/or name, commercial or otherwise, particularly within the scope of sponsorship (advertising or other).

**12.2.** In the event of a violation of the restrictions set forth above, the offender puts himself/herself at risk of one or more of the sanctions set forth in Article 13 below, without prejudice to any other sanction and/or action. In any event, any sound recording and/or any moving image collected, gathered or produced by the Buyer or Bearer of a Ticket during matches or training sessions at the Tournament, or in relation to matches or training sessions at the Tournament, remain the exclusive property of the FFT, which the Buyer and Bearer expressly acknowledge and accept.

## ARTICLE 13 – NON-COMPLIANCE WITH GTCS

Without prejudice to any other action, the violation by the Ticket Buyer or Bearer of any of the provisions of the GTCS will put the offender at risk of one or more of the following sanctions:

- **13.1. Cancellation of order**. Any violation by the Buyer of any of the provisions of the GTCS may result, if the FFT sees fit, in the immediate cancellation of the order, as of right and without any other formality being required. In this case, the Buyer will not be able to use the ordered Ticket(s), and/or will be refused entry to the Arena.
- **13.2. Termination of sale.** Any violation by the Ticket Buyer or Bearer of any of the provisions of the GTCS may result, if the FFT sees fit, in the immediate termination of the sale, as of right and without any other formality being required. In this case, the Ticket(s) shall be cancelled and the Buyer or the Bearer shall be refused entry to the Arena without being entitled to claim any refund or compensation.
- **13.3. Expulsion from the Arena.** Any violation by the Ticket Buyer or Bearer, when present in the Arena, of any of the provisions of the GTCS, of the Arena Rules or any FFT regulations or instructions applicable to the Tournament, may result in the Buyer or Bearer being ejected from the Arena. **>>>** Ejection will automatically result in the confiscation and invalidation of the offender's Ticket, to the exclusion of any refund or compensation. **>>>**

In the event that the offender has acquired or is the Bearer of one or more Ticket(s), and/or any other pass, for any day of the Tournament after his/her ejection, the FFT reserves the right to cancel the said Ticket(s), for which only the Buyer will be able to request a refund.

**13.4. Exclusion Lists.** Any breach of the provisions of these GTCS, but especially any fraud or attempted fraud detected by the FFT (including, but not limited to, selling or offering to sell one or several Ticket(s), particularly via resale websites or auction websites, etc.), will provide the FFT with a basis to, if it deems it necessary (in view of the seriousness of the detected breach), to add the Buyer or the identified Bearer to a specific exclusion list ("**Exclusion List 1**"), thereby prohibiting him/her of any possibility of ordering Tickets for the Tournament or for subsequent editions of the Tournament, and also for any other event run by the FFT. **>>** All Ticket Buyers or Bearers granting access to the Tournament shall also be informed that the FFT is likely to place, on a second exclusion list ("**Exclusion List 2**"), any person subject to a competition and/or stadium ban duly imposed (*i*) by the FFT's disciplinary bodies, or (*ii*) international bodies governing tennis (International Tennis Federation [ITF], Association of Tennis Professionals [ATP], Women's Tennis Association [WTA], International Tennis Integrity Agency [ITIA], etc.). Any person appearing on Exclusion List 2 shall be prohibited, while he/she remains on the list, from accessing the Arena during the Tournament and during subsequent editions of the Tournament, as well as from accessing all competitions venues run by the FFT. **>>** Any person appearing on Exclusion List 2 shall not be, while he/she remains on the list, issued with any document (ticket, accreditation, etc.) granting access to the Arena during the Tournament and during subsequent editions of the Tournament, as well as any document granting access to venues for competitions run by the FFT. Any document (ticket, accreditation, etc.) granting access to the Arena or to any other venue for a competition run by the FFT which is held by any person at the moment of or subsequent to his/her appearance on Exclusion List 2, will be subject to cancellation. **>>** The terms and cond

**13.5.** The fact that the FFT does not pursue any violation of any of the provisions of the GTCS by the Ticket Buyer or Bearer does not mean that the FFT waives the right to subsequently pursue such a violation.

## ARTICLE 14 - PERSONAL DATA

- **14.1.** The personal data of the Physical Buyer, the representative of the Legal Buyer and any Bearer, gathered during the order or transfer of one or several Tickets, will be processed by computer. **Purpose 1:** This personal data may be used by the FFT, in its role as data controller, for the purpose of managing said order, Ticket-related communication, and the dissemination of information related to the Tournament. The legal basis for this processing is the execution of contractual actions. **Purpose 2:** This data may also be used by the FFT for the purpose of managing the Exclusion Lists, in accordance with Article 13.4 above. The legal basis for this processing is the FFT's legitimate interest to ensure compliance with its regulations and binding regulations of international tennis bodies, including reporting and cooperation obligations with the ITIA, or the law.
- **14.2.** Access to personal data is strictly limited to authorised FFT staff members and to its potential subcontractors or the legal authorities. The data of individuals on the Exclusion Lists may be communicated to international tennis bodies such as the ITIA.
- **14.3.** The bank details provided by the Physical Buyer (and the representative of the Legal Buyer) when paying for his/her order by card are stored in the FFT service provider's system empowered for that very purpose, and are subject to specific security measures. In accordance with the recommendations of the *Commission Nationale de l'Informatique et des Libertés* (hereinafter referred to as the "**CNIL**"), this data is only used and stored for the purposes and duration of the transaction, and is permanently erased once the payment has gone through. **Purpose 1**: All data collected is retained for three (3) years from the date of the transaction. **Purpose 2**: The personal information of any person included on Exclusion List 2 as per Article 13 above will appear for the duration of the stadium/competition ban imposed on him/her by an FFT disciplinary body, an international body that governs the sport of tennis, or by any other competent authority.
- **14.4.** Any person affected by the data processing has the right to access, correct, erase and move their personal information. They may also request the limitation of the processing of their personal data. In addition, they have the right to set instructions concerning the preservation, deletion and communication of their personal data after their death. Requests relating to exercising these rights should be made to the FFT's Data Protection Officer, whose contact details are provided below. The Buyer may lodge a complaint with the CNIL. All persons affected by the data processing may contact the FFT, in its role of data controller, and its Data Protection Officer, at the following e-mail address/postal address: dpo@fft.fr/ French Tennis Federation Data Protection Officer Stade Roland-Garros, 2 avenue Gordon-Bennet 75016 Paris, France. Any person appearing on Exclusion Lists 1 and/or 2 only have the right to access and correct their personal information. These rights can be exercised by contacting the FFT Data Protection Officer at the address above.

# ARTICLE 15 – APPLICABLE LAW/ ASSIGNMENT OF JURISDICTION

# **15.1.** THE GTCS ARE SUBJECT TO FRENCH LAW.

ANY DISPUTE PERTAINING TO THEIR ENFORCEABILITY, THEIR VALIDITY, THEIR INTERPRETATION AND/OR THEIR PERFORMANCE, AND MORE GENERALLY, ANY DISPUTE PERTAINING TO THE SALE OF TICKETS, SHALL BE SUBMITTED TO THE COMPETENT COURTS.

**15.2.** In accordance with the provisions of the French Consumer Code regarding the amicable settlement of disputes, the FFT adheres to the FEVAD (E-commerce and remote sales Federation) e-commerce Mediation Service: <a href="http://www.mediateurfevad.fr">http://www.mediateurfevad.fr</a>. After the prior written procedure executed by the Buyer with regard to the FFT (Tel.: +33 (0)1.47.43.51.11 / E-mail: <a href="mailto:clients@fft.fr">clients@fft.fr</a>), any consumer disputes that have not been settled can be referred to the Mediation Service. To find out how to refer a dispute to the Mediator, please visit this site: <a href="https://www.mediateurfevad.fr/index.php/espace-consommateur">https://www.mediateurfevad.fr/index.php/espace-consommateur</a>.

# ARTICLE 16 - DOCUMENT HIERARCHY

In the event of any contradiction or ambiguity between the GTCS and the Arena Rules, the GTCS shall prevail.