

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **ARTICLE 1- OBJET**

1.1 YesGoLive is a web-based self-ticketing solution (Hereafter the "Ticketing Solution") edited by Digitick that provides private or professional promoters (Hereafter the "Promoters") with a technical tool to put the events they organize on sale (Hereafter the "Events"). The Ticketing Solution allows adult participants ("Hereafter the "Participants") to buy a Ticket for the Events.

1.2 The company is mandated by Promoters and acts only on their behalf. The promoter is therefore the sole co-contracting party of the Participant regarding ticket sales and events status.

1.3 The present General Terms and Conditions of Sales are edited on behalf of the Promoters. If particular Conditions were to be submitted by a Promoter, the Participants would be informed through the event description and ticket purchase. The terms of the Promoter would take precedence over the present ones.

### **ARTICLE 2- TICKETING SYSTEM**

2.1 Ticket are booked in real time on web pages edited by [www.yesgolive.com](http://www.yesgolive.com) with Event set-up information filled by the Promoter. In this respect the Promoter is solely responsible for the information accuracy. The Company should not be held responsible for an inaccurate set-up done by the Promoter resulting for instance in overbooking.

2.2 The maximum number of tickets per transaction is set by the Promoter and can be indicated to the Participants. The Participants is informed in real time if the Event is sold out.

2.3 Just after the payment confirmation, the participant will have access to an electronic ticket printable in a landscape format and on a A4 paper (color or white and black). He will receive a confirmation email linking to the order that allows him to download his Ticket and invoice again.

### **ARTICLE 3- PRICE AND PAYMENT TERMS**

3.1 The tickets prices are set by the Promoter. Depending to the Events, several prices can be proposed. The prices are indicated and payable in the currency of the place of the Event, all charges included.

3.2 The promoter reserves the right to change the Events prices. However, the Tickets will be charged at the price indicated at the time of the order.

3.4 The tickets purchased by the Participants on The Ticketing Solution can only be paid by Credit Cards of the Networks CARTE BLEUE/ VISA and EUROCARD / MASTERCARD or by PAYPAL if the Promoter has activated the option.

3.5 The bank account of the participant will be debited for the amount of the order right after the transaction is successfully processed. An invoice will be automatically available to the Participant on the web page and from the confirmation email.

### **ARTICLE 4- SECURE PAYMENTS AND PERSONAL DATA**

#### **4.1 SECURE PAYMENTS**

The electronic payments made through the Ticketing Solution are secured SSL encryption (Secure Sockets Layer).

#### **4.2 PERSONAL INFORMATION TREATMENT**

When the Participant place an order, the Company will have to collect personal data of the participant on behalf of the promoter such as his name, firname and e-mail to manage the booking. The data will be used for the

processing and the monitoring of the Participant order as well as for Events postponement or cancellation. The data are stored for security and legal purposes.

The Participant accepts that the Company may use his data to inform him about a Promoter decision regarding the Event (cancellation, postponement, venue modification) .The Promoter commits to protect the confidentiality of Personal Data.

If the Promoter were to create Newsletters sent to Participants, he will have to implement an opt-in system. The Promoter also commits to provide a way to unsubscribe from these newsletters.

Furthermore, the promoter is the only responsible for the management and for the content of the information he will send to the Participants.

According to the law n°78-17 of the 6<sup>th</sup> of January 1978 relative to the electronic data the Company has made a declaration to the CNIL n°1256034.

The Participant can edit his Personal Data anytime by contacting the Company by mail at this address:  
Company DIGITICK - YESGOLIVE  
Le Silo, 35 Quai du Lazaret, 13002 Marseille

Or by sending an email at this address: [contact@yesgolive.com](mailto:contact@yesgolive.com)

The mail has to be signed and accompanied by a photocopy of an identity document and the reply address should be specified.

## **ARTICLE 5 – UTILISATION AND AVAILABILITY OF THE TICKET**

5.1 The Ticket can only be used once. The Ticket is only available for the venue, the performance, the day and the time of the specified Event. He has to be kept until the end of the Event.

5.2 Each purchased ticket has a unique barcode which allowing to the Event. The Tickets control is under the sole responsibility of the Promoter.

5.3 It is strictly forbidden to copy duplicate or forge a Ticket in any way. The promoter can refuse the access to the Event venue if he realizes that more than one copy of the Tickets exists and that access to the Event has already been granted to a copyholder.

In this case the Participant whom entry have been refused will have no rights to refunds.

## **ARTICLE 6- WITHDRAWAL CANCELLATION AND REFUND**

6.1 The tickets cannot be the objects of a right of withdrawal. Every order is final. As soon as they are purchased by the Participants, the Tickets can not be exchanged, resold or cancelled. The Tickets will not be refunded even if the Tickets were not used by the Participant.

6.2 However in case of an Event cancellation or report or substantial modifications, the Tickets refund will be made under the Company's responsibility. Changes of date, venue or line-up are the sole motive of substantial modifications.

6.3 The Participant authorizes the Promoter to use the his Personal Data to inform him of potential Event modifications

## **ARTICLE 7- ACCEPTANCE OF GENERAL TERMS OF SALES**

The Participant has to declare he has read and accept the present Terms and Conditions of sales. Accordingly, the order implies the full acceptance of the General Terms and Conditions of sales by the Participant.

## **ARTICLE 8- RESPONSABILITY - RELEVANT LAW**

8.1 The Company is responsible for the transmission of the Ticket and the processing of the payment. On the other hand, the Company cannot be held responsible in case of a loss or theft of the ticket.

8.2 According to the article L. 121-20-3 of the consumption code, the promoter is responsible for the good execution of the terms of the contract remotely entered.

The Company declines any responsibility in case of the unavailability of the service due to force majeure.

8.3 The events take place under the sole responsibility of the Promoter. The Company is only mandated by the Promoter to ensure the sales of his tickets in his name and for him. Therefore its responsibility cannot be engaged for any reasons regarding Tickets sales and/or the Event such as the Event cancellation, postponement or any substantial modification of the Event by the Promoter, or any incident which would happen during the Event.

8.4 Each Promoter set his specific rules regarding the Event organization and communicates them to the Participants. The purchase of a ticket also implies the acceptance of the rules of the Event venue.

8.5 Ticket sales are subjects to the French law no matter the place of the purchase or the Event venue w. In case of dispute between the parties, the courts of France shall have exclusive jurisdiction.