

General Terms and Conditions of Sale

Before registering for an Event offered by Le Temps, please carefully read these General Terms and Conditions of Participation (GTCP).

Your participation in an Event is subject to your acceptance of these GTCP. In addition to accepting the GTCP during your registration, you also confirm your acceptance of these GTCP by paying the Event fee for paid events.

1 Definitions

1.1 For the purposes of these GTCP, words beginning with a capital letter have the meanings ascribed to them in the [General Terms of Use](#) (GTU), subject to the following terms which have the following meanings:

1.1.1 **Beneficiary:** Any natural person belonging to Le Temps' partner network or invited by a Le Temps partner, eligible for the use of a discount code, in accordance with Article 4.4. The Beneficiary is subject to the same obligations as other Participants, unless otherwise expressly provided for in the GTCP.

1.1.2 **Course Account:** A personal account created by a Participant on the website, which is necessary for accessing and participating in the sessions offered by Le Temps. This Course Account contains the Participant's personal information, such as their contact details, training preferences, and a history of attended training sessions. The creation of a Course Account is subject to the [GTU](#) of the website.

1.1.3 **Event:** Any event organized by Le Temps, whether free or paid, in person or online, live or recorded, including but not limited to conferences, workshops, free or paid training sessions, webinars, and any other type of event organized by Le Temps.

1.1.4 **Paid Course:** Any workshop, seminar, conference, course, or other type of courses organized by Le Temps for which Participants are required to pay a participation fee before registration. Paid sessions may be conducted in person or online and usually involve speakers, experts, or professionals sharing their knowledge, skills, and experiences in a specific field.

1.1.5 **Participant:** Any person (natural or legal) who makes a reservation for an Event on the website, whether or not they are the actual Participant in the Event. This category also includes the Beneficiary, unless otherwise expressly provided for in the GTCP.

1.1.6 **Website:** <https://www.letemps.ch/evenements>.

2 Application of the GTCP

2.1 These GTCP govern the relationship between Le Temps and the Participant. They complete the [GTU](#). In the event of any inconsistency between the [GTU](#) and the GTCP, the latter shall prevail.

2.2 By registering for an Event, the Participant acknowledges having read, understood, and unconditionally accepted these GTCP. In the event of disagreement with the GTCP, the Participant must refrain from registering for an Event.

2.3 Le Temps reserves the right to modify these GTCP at any time by publishing a new version of the GTCP on the website. Any new version of the GTCP will enter into force immediately upon its publication date and will govern all Events for which registrations have not yet opened. Each Event is governed by the version of the GTCP in force at the time of registration. If the Participant does not accept the new version of the GTCP, they are required to refrain from registering for an Event.

3 Free Event

3.1 Registration for a Free Event

3.1.1 Registration for a Free Event is exclusively done on the website. No other means of registration is possible.

3.1.2 Registration for a Free Event does not require the creation of a user account on the [Le Temps](#) website, except where expressly indicated.

3.1.3 Participants wishing to attend a Free Event must provide Le Temps with the minimum required information during their registration, including at least their name, first name, and a valid email address accessible to the Participant. Le Temps cannot be held responsible for non-receipt of important communications or registration confirmations due to an invalid, incorrect, or outdated email address provided by the Participant.

3.1.4 Le Temps is free to refuse registration to a Free Event without providing any reason.

3.2 Participant Guarantees when Registering for a Free Event

3.2.1 Any person wishing to participate in a Free Event confirms the following:

3.2.1.1 They are of legal age or have obtained the consent of their legal representative.

3.2.1.2 If acting on behalf of a legal entity, they are legally authorized to represent that entity.

3.2.1.3 They undertake to act in compliance with the law, as well as with the specific rules set forth in these GTCP.

3.2.1.4 They commit to providing accurate, non-deceptive, and non-confusing information at each stage of registration. Impersonation is strictly prohibited.

3.2.1.5 They commit to ensuring that the information they provide, especially personal data, remains accurate and truthful at all times. If this is not the case, they will rectify it promptly.

4 Paid Event

4.1 Registration for a Paid Event

4.1.1 Paid Events offered on the website are non-obligatory offers, valid only within the limits of available places for each Event.

4.1.2 Registration for a Paid Event is exclusively done on the website. No other means of registration is possible.

4.1.3 Registration for a paid Event does not require the creation of a user account on the Le Temps website, unless expressly stated otherwise on the Website.

4.1.4 A Participant wishing to attend a paid Event must provide Le Temps with the minimum required information, which includes at least a first name, last name, a valid email address, and a postal address. Le Temps cannot be held responsible for the non-receipt of important communications or registration confirmations due to an invalid, incorrect, or outdated email address provided by the Participant.

4.1.5 Le Temps is free to refuse the registration of anyone for a paid Event without providing a reason.

4.1.6 Registration for a paid Event is validated only upon the Participant's receipt of a confirmation email from Le Temps (see Article 4.6).

4.2 Registration for a Paid Course

4.2.1 In the case of paid online course, the Participant is required to create an account on the website (the "Course Account") and provide accurate, up-to-date, and complete information when creating this account.

4.2.2 The information to be provided and the process of creating the Course Account are governed by the General Terms of Use (GTU).

4.2.3 Participants are responsible for the confidentiality of their login credentials and passwords and must not share them with third parties.

4.2.4 Le Temps is not responsible for unauthorized access to an online Course by a person due to a Participant sharing their login credentials and passwords with a third party or by sending the access link to unregistered individuals.

4.3 Participant's Required Guarantees for a Paid Event

4.3.1 Anyone registering for a paid Event confirms the following:

4.3.1.1 They are of legal age or have obtained the consent of their legal representative.

4.3.1.2 They have the capacity to exercise civil rights or have obtained the consent of their legal representative to register for a paid Event.

4.3.1.3 If acting on behalf of a legal entity, they are legally authorized to represent it.

4.3.1.4 All information provided to Le Temps at each stage of registration is accurate and not likely to mislead or cause confusion. In particular, identity theft is strictly prohibited.

4.3.1.5 They are authorized and free to purchase a ticket for a paid Event or register for it.

4.3.1.6 They undertake to act in compliance with the law and the specific rules contained in these GTCP.

4.3.1.7 They undertake to verify that the data they register, especially personal data, is at all times accurate and truthful. If this is not the case, they correct it without delay.

4.4 Price

4.4.1 The prices listed on the website are in Swiss Francs and include VAT.

4.4.2 Le Temps reserves the right to modify these prices at any time. However, the prevailing rate will be charged at the price indicated at the time of order validation by the Participant.

4.4.3 The rates specified under "subscribers" are granted solely to individuals who have subscribed and paid for a subscription with Le Temps. For the "subscribers" price to apply, the subscription must be active at the time of ordering. The Participant must provide their subscriber number at the time of purchase.

4.4.4 Le Temps reserves the right to provide discount codes to selected partners, allowing members of their network and/or their guests (the "Beneficiary") to benefit from preferential rates on paid Events offered by Le Temps.

4.4.5 To benefit from such a discount, the Beneficiary must enter the code in the designated field during the registration process on the website of the respective Event. No subsequent claims regarding the application of a code will be considered if it has not been mentioned in accordance with this procedure.

4.4.6 The codes are strictly personal and cannot be transferred, exchanged, or sold to third parties. They are valid for a single use per Beneficiary unless explicitly stated otherwise by Le Temps.

4.4.7 Le Temps reserves the right to verify the validity of discount codes used by Beneficiaries and, in the case of fraudulent, abusive, or non-compliant use according to these GTCP, to refuse or cancel access for Beneficiaries or individuals who have abused discount codes for preferential rates.

4.5 Payment Terms

4.5.1 The payment methods for paid Events are as follows:

4.5.1.1 Payment by credit card or Twint;

4.5.1.2 Other payment methods offered by Le Temps for specific events.

4.5.2 No payment by invoice will be accepted, and no invoice will be provided.

4.5.3 By validating their order, the Participant authorizes Le Temps to use the services of third-party organizations or a financial intermediary, especially to ensure the Participant's solvency or due to legal obligations related to anti-money laundering.

4.6 Payment Confirmation

4.6.1 Payment is immediate, and the reservation is confirmed instantly by email.

4.6.2 This email serves as a payment confirmation. The contract between the Participant and Le Temps is concluded at this moment.

5 Online Event

5.1 Conduct of an Online Event

5.1.1 To participate in an online Event, the Participant must register and provide the required information (Article 3.1 or Article 4.1 or Article 4.2). An access link will be sent to registered Participants before the start of the online Event.

5.1.2 In the case of a Paid Course, the Participant must use the credentials of their Course Account. The GTU and Article 4.2 of the GTCP apply.

5.1.3 Le Temps reserves the right to record and broadcast all or part of the online Event, subject to Article 7.2. The replay may be available on the website or on a third-party platform.

5.2 Technical Assistance and Participant Responsibility

5.2.1 Participants are solely responsible for their internet connection, computer equipment, and their compatibility with the technical requirements necessary to attend online Events organized by Le Temps.

5.2.2 Le Temps cannot be held responsible for connection problems, network quality, or any other technical issues attributable to the Participant or third parties.

5.2.3 No refunds will be granted in the event that a Participant is unable to connect or participate in the online Event due to technical problems on their part or issues beyond Le Temps' control. Article 7.7 applies for the rest.

6 In-Person Event

6.1 Conduct of an In-Person Event

6.1.1 An in-person Event may be free (Article 3) or paid (Article 4).

6.1.2 To participate in an in-person Event, the Participant must register and provide the required information (Article 3.1 or Article 4.1).

6.1.3 When registering for an in-person Event organized by Le Temps, Participants will receive an email summarizing various information a few days before the Event, including the date, time, location of the Event, access instructions, program, a QR-Code, and any other information deemed useful by Le Temps. Participants are responsible for checking this summary email and complying with the instructions and information contained therein.

6.1.4 If a Participant shows up to an in-person Event without a valid QR code, Le Temps reserves the right to deny them access to the Event. In the case of access denial for this reason, no refund will be granted to the Participant.

6.1.5 Participants may receive a badge or another access method to the Event, which must be worn and visible at all times during the Event.

7 General Provisions for Events

7.1 Intellectual Property

7.1.1 Le Temps is the owner and operator of the website. All trademarks, names, logos, photos, visual elements, texts, and other materials used on the website belong to Le Temps or partner companies. Reproduction (in whole or in part), transmission (electronically or by other means), modification, linking, or use of these trademarks, names, logos,

7.1.2 The presentation materials used during the Events (slides, videos, etc.) remain the exclusive property of Le Temps and/or the speakers, as applicable. Participants agree not to reproduce, distribute, or use these presentation materials without the express written permission of Le Temps and/or the speakers, as applicable.

7.1.3 Copyright and intellectual property rights of the content presented by the speakers during the Events belong to their respective authors, unless there is a prior written agreement to the contrary between the speakers and Le Temps. Participants commit to respecting these rights and not to reproduce, distribute, or use this content without the express written permission of the rights holders.

7.1.4 Participants are not allowed to record or film the Events, whether they are online or in person, without the express written permission of Le Temps. Any request for audiovisual recording must be submitted to Le Temps before the Event. Le Temps reserves the right to refuse any request for audiovisual recording at its sole discretion.

7.2 Use of Photos, Screenshots, and Participant Comments

7.2.1 By participating in an Event, you are informed that photos may be taken during the Event. These photos may include you individually or as part of a group.

7.2.2 For online Events, Le Temps will seek Participants' permission for taking and using photos or screenshots of them when they enter the online conference.

7.2.3 For in-person Events, Le Temps will send an email summary to all Participants. This email may specify the presence of a photographer throughout the Event. If a Participant does not wish to appear in these photos, they must inform the on-site photographer. Furthermore, to the extent that Participants are clearly identifiable, Le Temps will seek explicit permission from Participants for taking and using photos.

7.2.4 This usage permission extends to all social media platforms and other communication channels used by Le Temps. The use of photos or screenshots does not involve any financial compensation.

7.2.5 Participants who do not want to appear in videos and photos must inform the communication staff or the Event photographer if it is an in-person Event. For an online Event, they should send an email one day before the Webinar takes place to the following email address: events@letemps.ch.

7.2.6 By participating in an Event, the Participant grants Le Temps a free, worldwide, irrevocable, and non-exclusive license to use, reproduce, distribute, and communicate to the public the comments, suggestions, and other contributions they make during the Event, especially within webinars.

7.2.7 Participants can at any time request that a photo in which they appear be removed by Le Temps. To do so, the Participant must send an email to the following email address: events@letemps.ch along with a valid identification document (ID card, passport, driver's license, etc.). The relevant photo will be removed by Le Temps at the earliest three business days after receiving the email. Le Temps is not responsible for posts made by third parties and cannot modify or delete posts made by a third party.

7.3 Participant's Inability to Attend a Paid Event

7.3.1 In the case of a participant's inability to attend, the participant cannot receive a refund for their ticket. Inability to attend refers to any unforeseen or inevitable circumstance that makes it impossible for a participant to attend an event organized by Le Temps. Examples of inability to attend include health issues, urgent professional or family obligations.

7.3.2 The participant may, at their discretion and subject to Le Temps' acceptance:

7.3.2.1 Transfer their registration to another person. In this case, the original participant must inform Le Temps of the change in the name and contact details of the person taking their place by sending an email to the following email address: events@letemps.ch no later than 24 hours before the start of the event.

7.3.2.2 Attend the same event on a later date, within a maximum of 18 months, provided that the event from which the participant is unable to attend is rescheduled within that time frame. In this case, the participant must inform Le Temps by email at the following email address: events@letemps.ch and confirm their participation no later than 3 days before the new event date.

7.3.2.3 Modify their ticket for another event organized by Le Temps, subject to the following conditions:

7.3.2.4 The value of the replacement event must be equivalent to the initial event.

7.3.2.5 If the replacement event is cheaper than the initial event, the participant cannot request a refund for the price difference.

7.3.2.6 If the replacement event is more expensive than the initial event, the participant must pay the difference between the price of the initial event and the new event.

7.3.2.7 The participant must inform Le Temps of their desire to modify the ticket no later than 24 hours before the start of the event they are unable to attend. The request must be submitted to Le Temps via email or any other appropriate means of communication.

7.3.2.8 Le Temps reserves the right to accept or reject the modification request at its discretion, based on availability and organizational constraints.

7.4 Modification and Cancellation of an Event by Le Temps

7.4.1 Modification of an Event

7.4.1.1 Le Temps reserves the right to modify, at its discretion, the characteristics of an online or in-person Event, including the program, location, date, times, or speakers. Le Temps undertakes to inform Participants of any significant changes as soon as possible, by email or by any other appropriate means of communication.

7.4.1.2 Participants cannot claim any compensation or refund in case of modification of an Event.

7.4.1.3 However, the Participant may, at their choice, within 48 hours following the modification announcement made by Le Temps and subject to Le Temps' acceptance, enjoy the rights provided in Article 7.3.2, which apply by analogy.

7.4.2 Modification for Force Majeure

7.4.2.1 In the event of force majeure, such as a health crisis, natural disasters, acts of terrorism, riots, strikes, government restrictions, or any other unforeseeable and beyond Le Temps' control circumstance that makes it impossible or unsafe to hold an in-person Event, Le Temps reserves, at its sole discretion, the right to: - convert any originally planned in-person Event into an online Event, without constituting grounds for cancellation as per Article 7.4.3 or reimbursement for Participants; - cancel, for any reason, any Event. 7.4.2.2 Le Temps will inform Participants of any change in format or cancellation of the Event due to force majeure as soon as possible.

7.4.3 Permanent Cancellation of an Event

7.4.3.1 If an Event organized by Le Temps is definitively canceled, meaning it will not be rescheduled in any form, whether in-person or online, Le Temps commits to refund the price of the Event to Participants.

7.4.3.2 No additional compensation will be granted to the Participant for any reason, including travel expenses, accommodation, or other expenses incurred in connection with the canceled Event.

7.4.3.3 The refund will be made as soon as possible, using the same payment method the Participant used during registration.

7.4.3.4 Le Temps will inform Participants of this permanent cancellation by email or any other appropriate means of communication.

7.4.3.5 For free Events, Participants cannot claim any refund or compensation in case of permanent Event cancellation.

7.4.3.6 Participants cannot claim any compensation or refund in case of modification of an Event.

7.5 Right of Access or expulsion from an Event

7.5.1 Le Temps reserves the right to deny access to an Event, whether in-person or online, or to expel a Participant already admitted to the Event, for non-compliance with the GTCP, inappropriate, harmful, or disruptive behavior, or for any other reason at Le Temps' discretion.

7.5.2 In case of access denial or expulsion, no registration fees will be refunded, and the Participant in question could be held responsible for any damages caused to Le Temps, other Participants, or speakers.

7.6 Protection of Personal Data

7.6.1 All data recorded and collected under these GTCP are processed in accordance with the Privacy Policy.

7.7 Warranty and Limitation of Liability

7.7.1 Le Temps is only responsible for direct damages resulting from a deliberate act or gross negligence on its part. Any liability of Le Temps for direct damages caused by slight negligence and for indirect damages - regardless of the legal basis - is expressly excluded, subject to mandatory legal provisions. Any non-contractual liability of Le Temps is also excluded to the extent permitted by law.

7.7.3 Access to the website may be temporarily interrupted or limited due to maintenance work or for other reasons. Le Temps cannot be held responsible for the temporary interruption of access to the platform, the failure of some or all functions, or the malfunction of the website.

7.7.4 The website contains links to third-party websites. These sites are not operated or controlled by Le Temps. Le Temps disclaims all responsibility for the content and operation of linked sites.

7.7.5 Le Temps assumes no responsibility for the use of content on the website, and neither Le Temps nor its employees or agents can be held responsible for inaccuracies, errors, omissions, or modifications to the content of the website.

7.7.6 Every User agrees to access the website, especially the content, at their own risk. In doing so, they release Le Temps from any potential liability regarding one or more contents that they might find offensive, indecent, or contrary to their beliefs.

7.7.7 Le Temps assumes no responsibility in case of access issues related to a malfunction of the Participant's equipment and/or software or the connection used. The Participant is responsible for all costs of maintaining, repairing, or correcting their own equipment and software.

7.7.8 Le Temps cannot be held responsible in case of failure or delay in the performance of its services, when such failure or delay results from causes beyond its control, such as acts of state authority, fires, floods, earthquakes, riots, strikes, wars, acts of sabotage, network failures, electronic file coding errors, software limitations, or the inability to obtain telecommunication services, etc.

7.7.9 Le Temps does not guarantee that the Events, especially online Events, will proceed without interruption, error, failure, or technical issues. Le Temps cannot be held responsible for the direct or indirect consequences of such interruptions, errors, failures, or technical issues. Participants are responsible for their own internet connection, computer equipment, and their compatibility with the technical requirements of online Events. Le Temps cannot

be held responsible if a Participant is unable to connect to an online Event due to technical issues related to their own equipment or internet connection.

7.8 Effectiveness, Entry into Force, and Severability

7.8.1 These GTCP cancel and replace all previous provisions and agreements related to the contractual relationship with Le Temps and take effect immediately on the day of their publication online on the website.

7.8.2 Le Temps can modify these GTCP at any time. The promulgation of the new version of this document is announced online on the website. The new version of these GTCP becomes effective for all Events for which registrations have not yet opened or for any new Participant in a paid course.

7.8.3 In the event that one or more provisions of these GTCP are declared invalid, void, and/or ineffective, the other provisions, as well as the entire contractual relationship, will not be affected. In such a case, Le Temps and the counterparty agree to replace one or more provisions; failing that, the contractual relationship is supplemented according to their hypothetical will, with one or more new provisions that have effects as economically equivalent as possible to the one(s) excluded.

7.9 Contact Address

7.9.1 The contact details for Le Temps are as follows:

Le Temps SA
Avenue du Bouchet 2
1209 Geneva
events@letemps.ch

7.10 Applicable Law and Jurisdiction

7.10.1 These GTCP are exclusively governed by Swiss law, excluding its referral standards.

7.10.2 Any dispute or disagreement related to these GTCP or any other aspect of the contractual relationship with Le Temps will be subject to a mediation procedure, according to the regulations of the Swiss Chamber of Commercial Mediation (www.skwm.ch).

7.10.3 If the dispute or disagreement cannot be completely resolved through mediation within 90 days from the confirmation or appointment of the mediator(s) by the Chamber, the ordinary courts of the Canton of Geneva can be seized.

7.10.4 The exclusive jurisdiction is in Geneva. Legal remedies are reserved.