

# **GENERAL TERMS OF SALE OF ELECTRONIC TICKETS TO PRESTASHOP EVENT**

Mars 2022



## **PREAMBLE:**

These General Terms and Conditions of Sale (hereinafter the '**GTS**') set out the rights and obligations relating to the purchase of electronic tickets and participation in an event (hereinafter the '**Event**') organised by PrestaShop (hereinafter the '**Organizer**').

Together with the [Personal Data Protection Policy](#), they form the entirety of the terms of use of this Website.

Electronic tickets are sold on the website [events.prestashop.com](https://events.prestashop.com) (the '**Website**'), published by PrestaShop, a limited company with head offices located at 4 rue Jules Lefebvre, 75009 Paris, France, entered on the Paris company & trade register (RCS) under number 497 916 635.

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.

The GTS for the online sale of electronic tickets to PrestaShop events is aimed at professionals exclusively acting for purposes that fall within their trade, business and profession. It is expressly reiterated that the GTS only applies to purchases made by a professional acting for purposes that fall within their trade, business and profession. As such, they have no right to withdrawal. Those people are hereinafter referred to in the GTS as the '**Participants**'.

## **Article 1 - Purpose**

The purpose of the GTS is to present all the terms and conditions that apply to the purchase of electronic tickets (hereinafter the '**Services**') by Participants wishing to attend an Event.

## **Article 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 fifteen (15) days after they are published 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.

## **Article 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.

## **Article 4 - Access to Events and participation in conferences and workshops**

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

Entry to conferences and workshops is theoretically open to all but 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.

In some situations, 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 content of a conference or workshop, the Organizer will publish the new description of the updated conference or workshop on the Website, as needed.

### **Article 5 - Financial conditions**

For an in-person Event, ticket prices are displayed on the relevant Event page. Promotional offers may allow Participants to benefit from discounts on ticket prices.

For an online only Event, tickets are free.

Tickets are payable in euros only, 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 has received the ticket purchase confirmation email.

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

Under no circumstances may the Organizer be held responsible in the event that a Participant is unable to access an Event due to the purchase of a ticket by any means other than on the Website.

### **Article 6 - Cancellation and refunds**

The sale of electronic and non-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 Event.

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

The Organizer and/or exhibitors may offer promotional deals at any time during the set period. Where appropriate, the deal's conditions and validity period will be advertised on the Website. Promotional deals will not be applied retrospectively.

### **Article 7 - Force majeure**

Pursuant to Article 1218 of the French Civil Code, the Organizer cannot be held liable in the event of the non-performance or delayed performance 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 as 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.

### **Article 8 - Security**

Any Participants 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 recordings 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 that could be used as a projectile.

Anyone bringing in any of those banned objects and/or preventing the smooth running 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.

### **Article 9 - Personal data**

Regarding personal data and its use, Participants are asked to review and comply with the **Personal Data Protection Policy**.

### **Article 10 - Image rights**

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

As such, Participants acknowledge and agree that:

- Their image may be captured in photos and/or video recordings
- The photos and/or video recordings taken in this way 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, and 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 Personal Data Protection Policy.

### **Article 11 - Health protocol**

In the event of changes in the regulations relating to the management of the health crisis linked to the Covid 19 epidemic (and in particular law n°2021-1040 of 5 August 2021), Participants may be required to comply with a health protocol which includes: wearing a mask, sanitising hands, physical distancing, abiding by the adapted furniture layout or presenting a valid health or vaccination pass to take part in the Events.

### **Article 12 - Event postponement or cancellation due to COVID-19**

If a PrestaShop Event cannot be held due to COVID-19 restrictions imposed by the French health authorities, the tickets will be cancelled and Participants will be refunded the full amount paid when purchasing the tickets.

However, if the Event is postponed due to COVID-19, Participants may choose to keep their ticket, which will remain valid under the same terms for the rescheduled Event, or may request a full refund of the ticket purchase price. Participants may email [event@prestashop.com](mailto:event@prestashop.com) for information about the Event rescheduling conditions.

### **Article 13 - Applicable law and jurisdiction**

The GTS is governed by French law, namely the provisions of the French Commercial Code. In the event of a dispute, the Paris Court of Commerce has sole jurisdiction. French will be the language used during the legal proceedings.