

# TICKETING – GENERAL TERMS AND CONDITIONS OF SALE



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ROLAND-GARROS 2019

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From 20 May to 9 June 2019

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## ARTICLE 1 – DEFINITIONS

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In these General Terms and Conditions of Sale, the terms below will have the definition attributed to them, unless the context requires otherwise. When the singular or plural is used for any of the defined terms, its corresponding plural or singular is implied when the context requires or permits it.

1. **PURCHASER**  
Jointly a Purchaser is a Legal Entity or a Physical Person;
2. **Entity Purchaser**  
Refers to any legal entity that is ordering a TICKET allowing access to the Tournament from the FFT;
3. **Individual Purchaser**  
Refers to any physical person who is ordering a TICKET allowing access to the Tournament from the FFT;
4. **Beneficiary**  
Refers to any physical person other than the Individual Purchaser who receives a TICKET, either at no charge or for a cost, that was initially purchased by an Individual Purchaser or an Entity Purchaser;
5. **TICKETS**  
Refers to Physical Tickets and Dematerialised Tickets (E-Tickets and M-tickets); the supply of TICKETS offered by the FFT includes:
  - 1° TICKETS that are sold separately (without any additional services) on an individual basis,
  - 2° TICKETS that are sold separately (without any additional services) by batches referred to as “Passes.” Purchasing a Pass enables you to have either a batch of **two (2) TICKETS** (the “Weekend” Pass, the “Semi-finals” Pass and the “Finals” Pass) or **five (5) TICKETS** (“Qualifying” Pass). The TICKETS that make up a Pass provide the same location for several days in a row except “Qualifying” Pass (free seating)
  - 3° the TICKETS sold with additional services (food services, branded gift, etc.) in connection with the “Premium Offers”;
6. **Physical Tickets**  
Refers to tickets providing access to the Tournament that are printed on a thermal medium, i.e. on paper medium;
7. **General Terms and Conditions of Sale (“GTCS”)**  
Refers to these Roland-Garros 2019 Ticketing General Terms and Conditions of Sale;
8. **Outside courts**  
Refers (i) to the courts nos. 1 to 14 for the days from 26<sup>th</sup> May to 1<sup>st</sup> June 2019, (ii) the courts nos. 1 to 14 for the days from 2<sup>nd</sup> to 5<sup>th</sup> June 2019, (iii) the Suzanne-Lenglen court, the Simonne-Mathieu court and the courts nos. 1 to 14 for the days from 6<sup>th</sup> to 9<sup>th</sup> June 2019.
9. **e-Tickets**  
Refers to tickets providing access to the Tournament that are not in physical form, available only in electronic form on personal accounts created from the website for the purposes of ordering, and the digital information of which can be printed on paper;
10. **M-Tickets**  
This refers to dematerialised access tickets for the Tournament which come in the form of an image representing a bar code (QR Code) which is unique and impossible to forge, generated by the FFT and which can be viewed on a dedicated downloadable application on a mobile device (for Individual Purchasers), or obtainable *via* the same application (Beneficiaries); the bar code contains the digital information of the M-Ticket and is read at the entrance to the Stadium;
11. **FFT**  
Refers to the “*Fédération Française de Tennis*” (French Tennis Federation; hereinafter, the “**FFT**”), an association governed by the law of 1 July 1901, recognised as being of public usefulness by decree dated 13 July 1923, which has its registered office at the Roland-Garros Stadium;
12. **Kid’s Day (“*Journée Les Enfants de Roland-Garros*”)**  
The day organised by the FFT with the participation of certain tennis players who qualified for the Tournament, as well as personalities, to benefit charitable associations that perform general interest missions, on Saturday 25<sup>th</sup> May 2019;
13. **FFT Licensees**  
The members of the tennis clubs affiliated with the FFT, holders of a licence or insurance that is valid for the 2018-2019 sports season (from 1<sup>st</sup> September 2018 to 31<sup>st</sup> August 2019);

14. Operation

Refers to the operation to reassign tickets for access to the Tournament dubbed "Evening Visitors" ("*Visiteurs du Soir*"), described in Article 8 of the General Terms and Conditions.

15. Premium Complementary Insurance

Refers to the chargeable warranty available for people ordering Premium Offer(s). By subscribing this Premium Complementary Insurance when ordering Premium offer(s), the Purchaser will be refunded of all included services (catering, gift, etc.) covered by the warranty (excluding reimbursement of the cost of the ticket) if, due to bad weather, the playing time on the main court to which the ticket (s) gives access, is less than 2 hours of play in accordance with the provisions of Article 7.4. below. If applicable, the refund will be made under the conditions of Article 7.4. below. The Premium Complementary Insurance can be purchased for every day of the Final Phase. The conditions of subscription are specified on specific pages of the Website.

16. Final Phase

The phase of the Tournament following the Qualifying, during which the matches of each of the elimination games are played (from the First Game to the semi-finals), as well as the finals of the Tournament's Ladies Singles, Men's Singles, Ladies Doubles, Men's Doubles and Mixed Doubles, running from 26<sup>th</sup> May to 9<sup>th</sup> June 2019;

17. Form of Identification

Any one of the following documents, currently valid, issued by a French or foreign state authority, containing its holder's first name(s), last name(s) and photograph: national identity card, passport and driver's licence, to the exclusion of any other document;

18. Bearer

Any physical person, whether it be the Individual Purchaser or the Beneficiary, who is the holder of a TICKET (or any other pass/card giving access to the Stadium) and who uses such TICKET (or pass/card) to gain access to the interior of the Stadium;

19. Qualifying

The phase of the Tournament prior to the Final Phase, during which the qualifying matches for the following games are played: Ladies Singles, Men's Singles, Ladies Doubles, Men's Doubles and Mixed Doubles of the Final Phase, running from 20<sup>th</sup> to 24<sup>th</sup> May 2019;

20. Website

Refers to the FFT's ticketing website, available at the address: <https://tickets.rolandgarros.com> ;

21. Stadium

The Roland-Garros Stadium, the registered office of which is at 2, avenue Gordon-Bennett, 75016 Paris;

22. Tournament

The 2019 Roland-Garros *Championnats Internationaux de France de Tennis* (Roland-Garros championships), taking place from 20<sup>th</sup> May to 9<sup>th</sup> June 2019 within the Stadium.

**ARTICLE 2 – APPLICATION AND BINDING NATURE OF THE GENERAL TERMS AND CONDITIONS OF SALE**

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**2.1.** These general terms and conditions of sale (the GTCS) apply automatically to the sale or provision (on an individual basis or in the form of Passes or connected with the Premium Offers), by the FFT, of individual tickets permitting access to the Tournament, to any individual or entity who/which (i) by sending an order either on-line via the Website or via paper medium sent by mail, or (ii) by entering with the FFT into a contract (a contract for the provision of public relations services, a contract for the distribution of public relations packages, a partnership agreement, a contract pertaining to the assignment of media rights, etc.) that has as its major or secondary purpose the sale or provision of Tickets of access to the Tournament.

**2.2.** There are no special conditions that can take precedence over the GTCS. Any condition to the contrary, particularly concerning purchase, shall not be binding on the FFT. » In the event of any contradiction between any of the stipulations of these GTCS and any of the stipulations of the contracts discussed in Article 2.1 above, the stipulation concerned of the contracts shall take precedence over that of the GTCS.

**2.3.** Any order of TICKETS implies that the Purchaser will adhere in full and unreservedly to the GTCS. To give notice of such adherence, the Purchaser must check the box specified for that purpose on the order form or on the website or sign the contract binding him/her to the FFT. If he/she fails to do so, his/her order will not be processed. The Purchaser represents that he/she/it has full legal capacity and/or entire authority that would be necessary, as the case may be, to enter into such an agreement. » Validating a TICKET (or any other pass/card giving access to the Stadium) and gaining access to the interior of the Stadium by means of this TICKET (or pass/card), shall imply irrevocable acceptance by the Bearer of the TICKET (or

pass/card) of the Stadium's Rules of Procedure. A TICKET (or any other pass/card giving access to the interior of the Stadium) is deemed to be validated by scanning its bar-code through a bar-code scanner (tripod or handheld device). The Stadium's Rules of Procedure may be viewed at the entrances to the Stadium and on the website (link at the bottom of the welcome page), and will be provided on demand.

2.4. The rights and obligations arising out of the GTCS apply automatically to the Beneficiary of a TICKET, by the effect of the transfer of the TICKET that occurred under the conditions set forth in Article 6.2.1. (3°) below. In the event that the TICKETS were purchased by an entity, the rights and obligations arising out of the GTCS are applicable automatically to the Beneficiary by the effect of the assignment of the TICKET that occurred under the conditions set forth in Article 6.2.1. (3°), below, or that is authorised by the contract entered into between the FFT and the Entity Purchaser (in this case, the conditions of assignment or transfer of the TICKET are determined exclusively by the contract).

### ARTICLE 3 - TICKET APPLICATIONS

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(Orders placed by Entity Purchasers other than the leagues, departmental committees and tennis clubs, meet special conditions which may derogate, specify or supplement the provisions of this Article 3)

**3.1. Right of cancellation** » Purchasers are reminded that there is no right to withdraw an order of TICKETS after payment has been taken by the FFT, in accordance with Article 221-28 of the French Consumer Code which provides that: "No right to withdraw may be exercised for contracts (...) (12 ) *For accommodation services, other than residential accommodation, for transport of goods, rental of vehicles, catering services or leisure activities which are to be supplied on a predetermined date or over a predetermined period.*" This applies in the same way to the additional services (pre-ordered take-away food, pairs of towels, gift vouchers, parking, etc.) which are indivisibly associated with the tickets ordered, as well as Premium Complementary Insurance, as the Purchaser acknowledges and accepts.

**3.2. Principle** » All Ticket applications must be made individually depending on the category of Individual Purchaser (Club President, FFT licensee or member of the General Public), either (i) directly via the website, or (ii) by mail (solely for TICKETS sold on a ticket-only basis) using an application form that may be downloaded from the website or obtained from the FFT (see Art. 3.6. below). All invoices issued for orders of one or more TICKETS will be made out only in the name of the Individual purchaser. » For all applications submitted by mail, FFT licence holders must enclose certification of their 2019 licence (this may be downloaded from [www.fft.fr](http://www.fft.fr), "Licence holders' area"). PLEASE NOTE THAT LICENCE NUMBERS ARE STRICTLY PERSONAL AND APPLY ONLY TO THE ACTUAL LICENCE HOLDER, AND THAT BENEFITS ATTACHING TO LICENCES THAT ARE NOT TRANSFERABLE» N.B. TICKETS sold in the form of a Pass, as well as TICKETS associated with Premium Packages, may only be applied for by Individual Purchasers and are sold exclusively as e-Tickets. Application for TICKETS associated with a Pass or Premium Packages may only be made online.

### 3.3. TICKET sales/application periods

#### 3.3.1. Period from 16<sup>th</sup> January 2019 to 9<sup>th</sup> June 2019

The sale and ordering of TICKETS will start on 16<sup>th</sup> January 2019. Information relating to each sales period and each purchasing category (club presidents/FFT members/general public/groups/people with disabilities), is available on the Roland-Garros website (<https://tickets.rolandgarros.com/public/informations>).

#### 3.3.2. Special sales period

The FFT reserves the right to re-sell TICKETS as part of an additional sale period (last minute sale). Conditions, particularly the price conditions, will be communicated later on the Website.

### 3.4. Courts accessible to TICKET Bearers

COURTS ACCESSIBLE TO BEARERS OF TICKETS FOR THE Philippe-Chatrier, Suzanne-Lenglen and Simonne-Mathieu COURTS

#### ☞ 26<sup>th</sup> May to 1<sup>st</sup> June 2019

TICKETS for the Philippe-Chatrier, Suzanne-Lenglen and Simonne-Mathieu Courts ordered for this period will provide access to the court indicated on the TICKET and to the Outside Courts,

#### ☞ 2<sup>nd</sup> June to 5<sup>th</sup> June 2019

TICKETS for the Philippe-Chatrier and Suzanne-Lenglen Courts ordered for this period will provide access to the court indicated on the TICKET and to the Outside Courts, from 2<sup>nd</sup> June 2019, the Simonne-Mathieu court is no longer considered a Main Court but an Outside Court.

#### ☞ 6<sup>th</sup> June to 9<sup>th</sup> June 2019

TICKETS for the Philippe-Chatrier Court will also provide access to all other courts.

COURTS ACCESSIBLE TO BEARERS OF TICKETS FOR OUTSIDE COURTS

#### ☞ 26<sup>th</sup> May to 1<sup>st</sup> June 2019

TICKETS for Outside Courts ordered for this period will provide access to Outside Courts Nos. 1 to 14.

➔ 2<sup>nd</sup> June to 5<sup>th</sup> June 2019=

TICKETS for Outside Courts ordered for this period will provide access to Outside Courts Nos. 1 to 14 and the Simonne-Mathieu court which is no longer considered a Main Court but an Outside Court.

➔ 6<sup>th</sup> June to 9<sup>th</sup> June 2019

TICKETS for Outside Courts ordered for this period will provide access to Outside Courts Nos. 1 to 14, the Simonne-Mathieu and to the Suzanne-Lenglen court, which is no longer considered a Main Court but an Outside Court.

### 3.5. Limitations

**3.5.1.** An Individual Purchaser may submit one or more Ticket applications providing access to the main courts (Philippe-Chatrier, Suzanne-Lenglen and Simonne-Mathieu courts) subject to the following strict limitations:

1. An Individual Purchaser may apply for **up to four (4) Tickets** (ticket-only, in a Pass or accompanying Premium Packages) granting access to the main courts for the entire Final Phase, subject to the measures set out in Point 2 below.
2. An Individual Purchaser may apply for **up to two (2) Tickets** (ticket-only, in a Pass or accompanying Premium Packages) granting access to the main courts for the Sunday 9<sup>th</sup> June 2019.

**3.5.2.** An Individual Purchaser may submit one or more applications for Tickets providing access to the Outside Courts subject to the following strict limitations:

1. An Individual Purchaser may apply for **up to four (4) Tickets** providing access to the Outside Courts for each day of the Tournament Finals (26<sup>th</sup> May to 9<sup>th</sup> June 2019), subject to the measures set out in Point 2 below.
2. An Individual Purchaser may apply for **up to twelve (12) Tickets** providing access to the Outside Courts for each day of the Tournament Finals (26<sup>th</sup> May to 9<sup>th</sup> June 2019).
3. Regarding the Qualifying rounds and the Roland-Garros Kids' Day, there are no limitations governing Ticket applications.

**3.6. Application procedures** » Ticket applications may be made in two ways:

1. Print out and complete an application form (this procedure is open to all categories of Individual Purchaser and Representative of the Entity Purchaser), which may be downloaded from the website ("Ticketing" section) or requested from the Ticket Office by calling either 01 47 43 51 11 from France or 00 33 1 47 43 51 11 from other countries (no surcharge), by e-mail from [clients@fft.fr](mailto:clients@fft.fr), or by mail from the address given below; the completed application form should be returned together with corresponding payment by cheque made out to Fédération Française de Tennis – Service Billetterie – 2, avenue Gordon-Bennett – 75016 Paris (the corresponding handling costs are set out in Article 4.2. below). For all applications submitted in this way and up to a value of €200 (including handling costs), physical Tickets will be issued. » Tennis clubs and associations may submit group applications. Procedures and information concerning group applications are available at the website (<https://tickets.rolandgarros.com/groupe/informations>).

N.B.: ALL APPLICATIONS (other than group APPLICATIONS) for sums above €200 (including handling costs) must be SUBMITTED by internet.

2. Order on-line directly from the website and pay on-line by credit card (the applicable processing charges are specified in Article 4.2, below).

**Note:** E-TICKETS WILL BE ISSUED, WITHOUT EXCEPTION, FOR ANY ORDER DONE ON-LINE.

With regard to an order for TICKETS using a paper order form, **the Individual Purchaser must provide the name(s) of the Beneficiary (Beneficiaries) of the Tickets at the time of ordering.**

### 3.7. Allocation Rules for TICKETS

- ✓ Orders made by sending an order form are processed according to the "first come, first served" principle according to availability / Orders done directly on-line are processed in real time;
- ✓ For any order by mail, the paper order form is processed upon receipt by the Ticketing Department according to availability;
- ✓ For orders sent via a paper order form, when the Individual Purchaser's order cannot be satisfied in full, it will not be processed;
- ✓ The Individual Purchaser is informed of the result of the processing of his/her order by email or by letter mail.

**3.8. »** If the Individual Purchaser fails to comply with any of the provisions of Article 3, his/her order will be invalidated.

## ARTICLE 4 – PAYMENT FOR ORDERS

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(Orders placed by Entity Purchasers other than the leagues, departmental committees and tennis clubs, meet special conditions which may derogate, specify or supplement the provisions of this Article 4)

**4.1. »** The price of the TICKETS is stated in euros, inclusive of all taxes, but exclusive of processing charges, as specified in Article 4.2, below. The price of the TICKETS shall be payable by cheque or credit card, depending on the ordering method:

Payment for on-line orders: credit card only.

Payment for orders by mail: credit card or cheque.

Bank e-cards or virtual credit cards shall not be accepted. The credit card will be charged after the TICKETS have been allocated. Any payment incident will automatically cause the order to be invalidated.

Cheques must be issued by the Individual Purchaser and denominated in euros payable to the FFT. For the order to be accepted, the amount of the cheque must correspond to the total price shown on the order form. The payment is charged immediately after acceptance of the order by the Ticketing Department.

For orders made by mail and paid by credit card, if the Individual Purchaser's order cannot be satisfied in full, the order is not processed and no amount will be debited.

For orders made by mail and paid by cheque, if the Individual Purchaser's order cannot be satisfied in full, the cheque sent by the Individual Purchaser will be returned to him/her.

### **4.2. Processing charges**

» The processing charges vary according to the ordering method and the medium requested, as described below:

- 4€ for dematerialized tickets (e-Billets and M-Tickets);
- 25€ for the Physical Tickets addressed in France or internationally (by FedEx);

**4.3. »** The TICKETS remain the property of the FFT until full payment of their price is received.

## ARTICLE 5 – TAKING RECEIPT OF TICKETS

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(The receipt of TICKETS ordered by Entity Purchasers other than the leagues, departmental committees and tennis clubs, meet special conditions which may derogate, specify or supplement the provisions of this Article 5)

**5.1. »** Tickets ordered online are delivered in the form of E-Tickets, and will be made available in the account of each PURCHASER from mid-April 2019 onwards. » E-Tickets must be downloaded by the Individual Purchaser (as well as the Representative of the Entity Purchaser) via his/her personal account created for the purposes of the order and, if need be, passed on to the Beneficiary in accordance with the procedure laid out in Article 6.2.1. below, as the case may be. They must be printed out by the Individual Purchaser or the Beneficiary, as the case may be, by his/her own means (see Article 6.2.1.). » The Physical Tickets will bear the postal address provided by the Individual Purchaser at the time of order.

**5.2. »** The FFT declines all liability in the case that the address (either email or postal mail) provided by the Individual or Entity Purchaser on the order form is incorrect or incomplete.

## ARTICLE 6 – CONDITIONS OF USE OF THE TICKETS

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(The use of TICKETS ordered by Entity Purchasers other than the leagues, departmental committees and tennis clubs, meet special conditions which may derogate, specify or supplement the provisions of Articles 6.1, 6.2. and 6.3.)

ANY ASSIGNMENT OR TRANSFER, OF ANY KIND AND IN ANY FORM WHATSOEVER, FOR A CHARGE OR AT NO COST OF A TICKET SHALL BE PROHIBITED, SUBJECT TO THE STIPULATIONS OF ARTICLES 6.2.1 AND 6.3.2 BELOW.

### **6.1. Conditions of use of the Physical Tickets**

#### **6.1.1. Validity and Conditions of use**

- 1° Each Physical Ticket printed on paper shall be valid only for the date stated on the front of the paper; the ticket is not exchangeable or refundable;
- 2° Each Paper Ticket is issued in the name of the Individual Purchaser and, if necessary of the Beneficiary;
- 3° To enter the Stadium, the Individual Purchaser or the Beneficiary of the ticket must scan the printout of the ticket at one of the entries to the Stadium that have tripod turnstiles, and present a form of identification in his/her name.
- 4° Any Ticket that is scratched, damaged, had parts erased or changed will be refused;
- 5° If the Bearer of a Ticket leaves the Stadium, he will not be re-admitted.

#### **6.1.2. Loss or theft**

If a Physical Ticket is lost or stolen, the Individual Purchaser (but not the Beneficiary) must:

- report the loss or theft to a police station. Such report must, without fail, contain the accurate definition of the Ticket concerned (name, date at issue, door, row, seat);
- fill out the form for this purpose that is available on request from the Ticket Service;
- send the FFT the documents listed above, duly filled out, by fax to +33.(0)1.47.43.45.22 or by mail to the following address: Fédération Française de Tennis – Service Billetterie – 2, avenue Gordon-Bennett – 75016 Paris.

The matter will be examined by the Management of the Tournament, which will rule on whether a duplicate should be issued, where possible, though no duplicate can be issued on the actual day of the request. As appropriate, the Individual Purchaser will be informed in good time that a duplicate has been issued. » A duplicate is an identical reprint of the Physical Ticket reported lost or stolen; therefore, it shows the same numbered seat as the original Physical Ticket but does bear the wording "Duplicata" and a new barcode. Once a duplicate is issued the original Physical Ticket is cancelled. Only the person to whom the duplicate is issued shall be entitled to enter the interior of the Stadium and attend the matches.

## 6.2. Conditions of use of the e-Ticket and the M-ticket

### 6.2.1. Conditions of use of e-Tickets

- 1° The e-Ticket is valid only for the date shown on the front of it. It is not able to be exchanged or refunded;
- 2° The e-Ticket must be printed in portrait orientation on blank clean A4 paper, without any change to the printing size, on an ink-jet or laser printer. No other medium (electronic, PC screen, laptop screen, mobile phone screen, etc.) is valid. » Any e-Ticket that is partially printed, stained, damaged or illegible may not be deemed valid. If the printing quality is poor, it is recommended to reprint the e-Ticket on another printer.
- 3° The e-Ticket is transferable by the Individual Purchaser to one other individual (exclusively), at no charge (exclusively) up to the night before (at 11.59 p.m.) the date shown on the e-Ticket. Once this operation is performed, only the Beneficiary of the e-Ticket will be able to enter the Stadium for the Tournament, with the printed e-Ticket and his/her form of identification. » **Note:** If you transfer your ticket, make sure to remember to forward the e-Ticket by email to its Beneficiary. Once the name of the Beneficiary has been substituted for that of the Individual Purchaser, no new e-Ticket will be sent. The Beneficiary's name will appear on the e-Ticket as well as the countermark that will be issued when the Beneficiary goes to one of the Stadium's entries that have tripod turnstiles. » **Note:** Only the Individual Purchaser of the e-Ticket is able to transfer it. The Individual Purchaser is able to amend the Beneficiary at any time (up to the night before the date shown on the e-Ticket) and to transfer the e-Ticket to the new Beneficiary. » The services associated with the e-Tickets in connection with the Premium Offers described in Article 1-5(3) above, are not dissociable from the ticket. It is the same with Premium Complementary Insurance whose subscription is not dissociable of the associated services. If the e-Ticket is transferred, then all these services shall be automatically transferred and also Premium Complementary Insurance ;
- 4° To be able to enter the Stadium for the Tournament, the Bearer of the e-Ticket (whether it is the Individual Purchaser or the Beneficiary), must have in his/her possession the countermark of his/her e-Ticket, and go to one of the entrances to the Stadium that are equipped with tripod turnstiles. The e-Ticket is scanned there and a countermark ticket is given to its Bearer. » When the Bearer of the e-Ticket leaves that space, s/he must present the countermark ticket and a form of identification, so that it can be checked that s/he really is the purchaser or the Beneficiary of the e-Ticket. If s/he does not have a form of identification, s/he will be refused access to the Stadium.

### 6.2.2. Conditions of use of M-Tickets

1. M-Tickets are valid only for the date registered in the associated barcode. They may not be exchanged or refunded.
2. To gain access to the Stadium during the Tournament, Individual Purchasers or M-Ticket Beneficiary must be in possession of a working mobile smartphone terminal to which the mobile application for Roland-Garros spectators (the "**Spectator Application**") has been downloaded, enabling the M-Ticket to be registered. The Individual purchaser or Beneficiary must display the barcode of the M-Ticket on the terminal screen and scan in the barcode using one of the tripods located at the Stadium entrances. » Once the barcode has been scanned, a countermark is issued to the Individual purchaser or Beneficiary of the M-Ticket. This countermark must be presented together with Proof of Identity in order to verify that the M-Ticket Beneficiary is indeed the authorised Purchaser or Beneficiary. If no Proof of Identity is presented, access to the Stadium will be refused.
3. The FFT accepts no responsibility in the event of loss or theft of the mobile terminal on which the M-Ticket has been registered. Further, the FFT accepts no responsibility for inability to read the barcode of the M-Ticket arising from a failure of the mobile terminal or of the peripherals and/or functions of the mobile terminal (in particular, but not limited to, battery failure or insufficient charge, poor functioning or technical failure of the terminal, settings errors on the terminal, inability to recover the M-Ticket, absence of a Wi-Fi signal or of the mobile operator network, etc.). If necessary, the Individual Purchaser or the Beneficiary of the M-ticket will be invited to present to the Customer Service where his M-Ticket will be printed in order to access the Stadium.

### 6.2.3. Verification of E-tickets and M-Tickets/Leaving the Stadium

- 1° Once inside the Stadium, the Bearer must keep the E-ticket or the M-Ticket at all times, as E-tickets or M-Tickets must be shown along with the countermark upon request at any ticket inspections within the Stadium and are also scanned when the bearer leaves the Stadium;

2° Once you leave the Stadium, you cannot re-enter. As an exception to the above, spectators in possession of a countermark which states "Rain" which are given out during persistent bad weather can leave and then re-enter the Stadium using the countermark and their ticket.

### 6.3. Shared provisions

#### 6.3.1. Illegal sale and offer for sale of TICKETS

Save for any exceptional stipulation explicitly specified by the FFT, selling or transferring, or offering to sell or transfer, one or more Tickets (for instance, on internet auction sites) is prohibited and lays the offender open to one or more of the penalties specified in Article 14, below, and without prejudice to any civil or criminal charge. FFT Licensees and clubs that are affiliated with the FFT may also, as appropriate, be subject to disciplinary sanctions in the scope of the FFT's rules (Article 108 (7°), or Article 109 (9°))

#### 6.3.2. Ticket resale service

6.3.2.1. As an exception to the measures set out in Article 6.3.1., and in accordance with the conditions stipulated in the present rules and any other rules that might subsequently be issued by the FFT with regard to resale of TICKETS, starting from the official opening day of the Tournament, any Individual Purchaser, any Entity Purchaser consisting of a Works Council as stipulated in Article L. 2323-1 et seq. of the French Employment Code, and any tennis leagues, departmental committees and clubs affiliated with the FFT, may offer for sale the TICKETS they have purchased (ticket-only, Ground Passes or with Premium Packages) via the ticket resale service operated by the FFT and accessible from the website (the "**Ticket Resale Service**").

Only the Individual purchaser and entities mentioned above may offer for sale TICKETS legitimately purchased by them, but no one else, and in particular the Beneficiaries of TICKETS. » TICKET sales are authorised only via the Ticket Resale Service. » The TICKET sales price corresponds to the price in force as of 17<sup>th</sup> April 2019 (price higher than the TICKET purchase price) for tickets of equivalent category sold directly by the FFT via the Ticket Resale Service.

6.3.2.2. It shall be noted that additional services (pre-ordered take-away food, pairs of towels, gift vouchers, parking, complementary insurances, etc.) ordered at the same time as a TICKET, whether it was bought on its own or with an additional service included (Premium Offer), cannot be cancelled or refunded. » If the TICKET was purchased in a batch as part of a Pass, and each ticket has been assigned a face value, it can be put on sale separately from the other TICKETS, according to the conditions specified in Article 6.3.2.1. » If it is a Premium Offer TICKET, the services included cannot be separated out from the ticket. Consequently, TICKETS that are parts of these offers cannot be sold separately (i.e. without the services included): each Premium Offer will be placed on sale in its entirety (tickets + services), at its purchase price. However, the Premium Complementary Insurance will not be available for sale and will therefore remain the responsibility of the Purchaser.

It should be noted that TICKETS purchased on a ticket-only basis (i.e. without any additional services), either individually or in sets (as part of a Ground Pass), may be sold up to 3 PM on their day of validity. Premium Packages may be sold up to midnight of the day before the date of validity of the offer.

6.3.2.3. The initial purchaser (i.e. individual purchaser or entity purchaser, strictly as described above) may claim from the FFT a refund of the price of the TICKET or TICKETS purchased provided that the TICKET(S) can be re-allocated to another party acquiring them via the Ticket Resale Service. In this event, the TICKET sold to the initial purchaser will be cancelled and a new ticket printed out in the name of the new purchaser in accordance with the conditions in force. The initial purchaser will receive a refund for the cancelled TICKET(S) (**based on the purchase price**) minus any handling fees, which shall remain irrevocably the property of the FFT. Refunds will be made after the Tournament, on a date and according to the procedures to be announced subsequently by the FFT on its website.

Purchasers are informed that last-minute tickets and tickets printed out in place of cancelled tickets may be sold by the Ticket Resale Service.

#### 6.3.3. Promotional and/or commercial activities

It is strictly prohibited to use any TICKET as a medium for promotional and/or commercial activities, such as (but not restricted to) (i) a prize for any competition, contest, lotterie, in-house motivation operations and any similar activities, (ii) as an element of any travel offer, and/or (iii) as an element of any public relations service. Any infringement of this condition observed by the FFT will lay the offender open to one or more of the penalties specified in Article 14, below, and without prejudice to any civil or criminal charge.

#### 6.3.4. Security checks

Spectators are hereby informed that in view of current circumstances, exceptional security measures may be implemented by the FFT, and that this may result in lengthening of waiting times for entry to the Stadium. TICKET Bearers are consequently urged to make their way to the Stadium in good time.

All person may be also required, in order to gain access to Stadium grounds, to pass through a gate fitted with a detection device and, in the event of its alarm sounding when passing through, to produce any objects they may be carrying.

All persons may also be subjected to security checks within Stadium grounds, under the conditions laid down in Article 3.2 of the Act of 12 July 1983. Any person failing to comply with the aforementioned control measures will be denied access to the Stadium or removed from Stadium grounds, as the case may be.

Spectators should regularly check the website [www.rolandgarros.com](http://www.rolandgarros.com) as well as the internal stadium regulations in order to fully prepare their visit to the Stadium.

#### ARTICLE 7 - INTERRUPTION/POSTPONEMENT/REFUND

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**7.1. Conditions applicable to all matches apart from the Men's Singles Semi-finals and final** » In the event of an interruption to and/or postponement of matches during the Tournament (apart from the Men's Singles semi-finals) due to bad weather, the PURCHASER of a TICKET – with the exception of TICKETS purchased for the Roland-Garros Kids' Day – will be able to obtain a refund for his/her TICKET in the following manner:

- If the length of scheduled matches (all competition categories) is less than 2 hours:  
Full refund of TICKETS (excluding administration fee).
- If the length of scheduled matches (all competition categories) is equal to or more than 2 hours:  
No refund.

While ordering tickets on the website, the PURCHASER has the possibility to take out an optional insurance to obtain additional money-back guarantees for insured ticket(s). From Sunday, May 26th to Monday, June 3rd 2019 inclusive, the optional "bad weather" insurance provides a refund of insured ticket(s) if, due to bad weather (exclusively), the duration of scheduled matches on the main court to which the ticket gives access is less than 3 hours. From Tuesday, June 4th to Thursday, June 6th 2019 inclusive, an optional insurance "bad weather and contingency" allows to obtain the refund of insured ticket(s) if the duration of scheduled matches on the main court to which the ticket gives access is less than 3 hours due to bad weather, or the occurrence of one of the following events (exclusively): a player's flat-rate, an injury of one player, relocation of the match on another court, weak luminosity due to the dusk. All information relating to optional insurances is presented in the information notice that follows these General Terms and Conditions of Sale.

It shall be noted that the length of matches will be gauged by the playing time on the show court (Philippe Chatrier, Suzanne Lenglen or Simonne-Mathieu) to which the purchaser or beneficiary of the TICKET has access, it being understood that the playing time runs from the moment the umpire signals the beginning of the match until said match is finished or interrupted by bad weather (the players' preparatory time, recovery time between points, end changes, and the time required to treat injuries, if need be, are included in the "playing time"; the player's warm-ups prior to the first point of the match or of a restarted match, following a weather interruption, are, however, not included in the "playing time". As far as the outside courts are concerned, the length of matches will be gauged by the longest playing time recorded that day on any of said courts.

#### 7.2. Specific conditions applicable to the Men's Singles Semi-finals

##### 7.2.1 Basic Details »

The Semi-finals of the Men's Singles at Roland-Garros will take place on 7th June 2019 (provisional date) on the Philippe-Chatrier Court, with two distinct sessions ("Semi-final 1 for the first semi-final, and "Semi-final" 2 for the second semi-final). TICKET orders for the semi-finals (with the exception of tickets issued from a "Semi-finals pass" or a "Premium Offer" and tickets ordered by/for persons with reduced mobility and accompanying persons) are placed for each semi-final: TICKETS ordered for Semi-final 1 only allow access to the first semi-final of the Men's Singles, and any matches taking place on the Outside Courts. TICKETS ordered for Semi-final 2 only allow access to the second semi-final of the Men's Singles, and any matches taking place on the Outside Courts. Therefore a TICKET valid for Semi-final 1 does not allow the Bearer to see Semi-final 2, and vice versa. » The provisions of Articles 3, 4, 5 and 6 of the GTCS are legally applicable to the order, regulations, purchase and use of TICKETS for Semi-final 1 and Semi-final 2.

##### 7.2.2 Interruption/Postponement/Refund »

If either Semi-final 1 or Semi-final 2 of the Men's Singles event of the Tournament is postponed or cancelled due to bad weather exclusively, the PURCHASER of a Ticket allowing access to the semi-final in question (with the exception of tickets issued from a "Semi-finals pass" or "Premium Offer" and tickets ordered by/for persons with reduced mobility and accompanying persons) will be entitled to a refund for the Ticket in the following manner:

- Match lasting less than 2 hours: Full refund (excluding administration fee).
- Match lasting 2 hours or more: No refund.

The optional "contingency" insurance proposed when ordering tickets for the semi-finals of the Men's Singles of the Tournament, allows the reimbursement of the insured ticket(s) in case of player's flat-rate or player's injury, relocation of the

match to another court, or interruption of the match because of a weak luminosity due to the dusk. All information relating to optional insurances is presented in the information notice following these General Terms and Conditions.

With regard to tickets issued from a "Semi-final pass" or "Premium Offer", and tickets ordered by/for persons with reduced mobility and accompanying persons, these tickets are refunded on the basis of the total duration of play completed on the Philippe-Chatrier court (Semi-final 1 + Semi-final 2).

The play time considered when calculating the duration of Semi-final 1 and Semi-final 2 will meet the criteria defined in Article 7.1 above.

The provisions of Article 7.4. of the General Terms and Conditions relating to refund conditions in the event of play being interrupted and/or postponed are legally applicable to TICKETS for Semi-final 1 and Semi-final 2 of the Men's Singles Event of the Tournament. » The FFT is furthermore not responsible for meeting its obligations if an event occurs that is outwith its control.

### **7.3. Specific conditions applicable to the Men's Singles final**

If the duration of the Men's Singles Final is equal to or greater than 2 hours, the corresponding are not eligible to any refund.

In the event of an interruption to and/or postponement of the Men's Singles final at Roland-Garros due to bad weather exclusively:

- 1° The Physical Ticket remains valid; the Bearer of the Physical Ticket has the possibility of presenting himself/herself at the Stadium on Monday 10<sup>th</sup> June 2019 (or on another relevant date set by the FFT) with his/her Physical Ticket, and to complete the formalities in Article 6.1.1.. If the Bearer of a Physical Ticket is unable to attend the final on Monday 10<sup>th</sup> June 2019 (or on another relevant date set by the FFT), the Individual Purchaser of the Physical Ticket, as well as the representative of the Entity Purchaser (and only these persons) have the possibility of obtaining a refund of the Physical Ticket under the conditions specified in Article 7.4. below.
- 2° The E-Ticket and the M-Ticket remain valid; the Bearer of the E-Ticket or M-Ticket has the possibility of presenting himself/herself at the Stadium on Monday 10<sup>th</sup> June 2019 (or on another relevant date set by the FFT) with his/her ticket, and to complete the formalities as laid out in Article 6.2.1. (Points 2 and 4) for the E-Ticket, or in Article 6.2.2. for the M-Ticket. If the Bearer of an E-Ticket or M-Ticket is unable to attend the final on Monday 10<sup>th</sup> June 2019 (or on another relevant date set by the FFT), **the Individual Purchaser of the E-Ticket or M-Ticket, as well as the representative of the Entity Purchaser** (and only these persons) have the possibility of:
  - a) transferring the ticket to a new Beneficiary, in accordance with the procedure laid out in Article 6.2.1., Point 3 below (for the E-Ticket), or in accordance with the relevant information published by the FFT on its website (for the M-Ticket),
  - b) obtaining a refund of the ticket under the conditions specified in Article 7.4. below.

The optional "contingency" insurance purposed when ordering tickets for the final of the Men's Singles of the Tournament, allows the reimbursement of the ticket(s) insured in case of player's flat-rate or player's injury, relocation of the match to another court, or interruption of the match because of a lack of brightness due to darkness. All information relating to optional insurances is presented in the information notice following these General Terms and Conditions.

### **7.4. Conditions pertaining to refunds**

Calculations relating to the length of matches during the Tournament will be carried out using the timings featuring on the scorecard filled out by the chair umpire, on the show courts as well as on the Outside Courts. These timings shall be considered binding.

It is expressly stipulated that additional services that come with the TICKETS (pre-ordered take-away food, pairs of towels, gift vouchers, parking, etc.) and are included in the price cannot be refunded. The same goes for all of the services included with Premium Offer TICKETS (except services covered by the warranty of the Premium Complementary Insurance), as well as PR-related services included with the TICKETS (particularly the "box" tickets) acquired by Entity Purchaser.

To obtain a refund for his/her ticket (and, where appropriate, the reimbursement of the cost of the services associated with the Premium Offer covered by the Premium Complementary Insurance warranty), the Individual Purchaser or the authorised representative of the Entity Purchaser (tennis leagues, departemental committees and clubs), must log in to her/his account so as to provide his/her bank details by 9<sup>th</sup> July 2019 at the latest. For Entity Purchaser other than tennis leagues, departemental committees and clubs, the refund will be executed at the end of the Tournament, at a date and under conditions to be confirmed by the FFT in due course.

**7.5. »** Notwithstanding the provisions of Articles 7.1., 7.2., 7.3. and 7.4. above, the PURCHASER of one or more tickets (without additional services) purchased individually or through a pass, may acquire an additional insurance when ordering his or her

ticket(s). The terms governing the acquisition of this insurance as well as the terms for the reimbursement of relevant tickets, are set out in the Roland-Garros Additional Insurance Information Notice attached to these GTCS.

**7.6. »** The match 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 any compensation.

#### ARTICLE 8 - EVENING VISITOR TICKETS

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**8.1. Basic details »** As part of the ticket sales operation, the FFT offers physical persons the opportunity to purchase tickets on the website for the Outside Courts only ("**Evening Visitor Tickets**") that are valid on each day from Sunday 26<sup>th</sup> May to Wednesday 5<sup>th</sup> June 2019 inclusive.

On the days that Evening Visitor Tickets apply, purchase of a ticket permits access to Outside Courts 1 to 14 (from 26<sup>th</sup> May to 1<sup>st</sup> June 2019) and to Outside, Simonne-Mathieu court and Courts 1 to 14 (from 2<sup>nd</sup> to 5<sup>th</sup> June 2019), from 5:30pm until the end of play.

Conditions that apply to the ordering and use of Evening Visitor Tickets are detailed below. As required, and where relevant, these tickets will be exempt from the provisions of Articles 3, 4, 5, 6 and 7 of these General Terms and Conditions of Sale.

**8.2. Conditions that apply to the ordering of Evening Visitor Tickets »** Between 25<sup>th</sup> May and 5<sup>th</sup> June 2019 inclusive ("**Sales Period**") any physical person may order one or several Evening Visitor Tickets. Tickets will go on sale each day during the Sales Period from 5:00pm and may be purchased until all tickets made available are sold out. » Tickets made available for purchase during the Sales Period are valid only on the day of the Tournament immediately after the order is made (for example, a ticket ordered on 29 May 2019 at 11:00pm or 30 May 2019 at midnight, will allow access to the Stadium for the day of the Tournament on 30 May 2019).

» Evening Visitor Tickets can only be ordered directly on the website. Only one ticket order may be made by the same Purchaser in the Sales Period and only four (4) tickets may be purchased per order. » Tickets may be ordered in the Purchaser r's name and/or under the name of one or several Beneficiaries. The Purchaser must enter the first name(s) and surname(s) of the Beneficiaries when ordering, if relevant. Only online debit/credit card payments are accepted.

**8.3. How to obtain Evening Visitor Tickets »** E-Tickets will be issued for every Evening Visitor Ticket order. These must be downloaded by the Purchaser via his or her personal account. If an E-Ticket has been issued in the name of the Purchaser, it must be printed in accordance with the conditions in Article 6.2.1. (Point 2) above. If the E-Ticket has been issued in the name of a Beneficiary, the Purchaser may either send the ticket by email (to be printed by the Beneficiary) or provide a printed version of the E-Ticket.

**8.4. Conditions of Use for Evening Visitor Tickets »** With the exception of Article 8.3. above, Evening Visitor E-Tickets may not be sold or transferred, whether or not in exchange for payment. These tickets may therefore neither be transferred under Article 6.2.1., nor sold via the Resale Service.

**8.5. Conditions for Accessing the Stadium »** The Evening Visitor E-Ticket allows the Bearer (either the Purchaser or the Beneficiary) access to the Outside Courts only, subject to seating space available. **PLEASE NOTE: ACCESS TO THE OUTSIDE COURTS OF THE STADIUM USING AN EVENING VISITOR E-TICKET IS ONLY POSSIBLE AFTER 5:30PM.** » **PLEASE NOTE: THE LATER E-TICKET BEARERS ARRIVE AT THE STADIUM, THE LESS TIME THEY WILL HAVE TO ENJOY SCHEDULED PLAY.** The FFT invites Evening Visitor E-Ticket Bearers to check the status of play scheduled and organise their visit accordingly. In any event, **no claim will be considered in relation to match viewing time and Evening Visitor Tickets will not be refunded on that basis.**

**8.6. Cancellation »** If the Tournament is partially or completely cancelled and/or matches delayed or postponed for any reason beyond the control of the FFT (particularly due to bad weather) or for security reasons, Evening Visitor Tickets will not be refunded or exchanged.

**8.7 »** The FFT reserves the right not to sell Evening Visitors' Tickets for one or more days of the Operation.

#### ARTICLE 9 – PERSON WITH REDUCED MOBILITY / CHILDREN UNDER SIX YEARS OF AGE

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**9.1. People with reduced mobility »** Holders of a disabled badge stating 80% and over who require a wheelchair, as well as holders of a priority or disabled badge which states "requires accompanying person" or "blind" have specific ticketing.

First of all, any people falling under the above categories should create a ticketing account if they do not already have one. By 4<sup>th</sup> march 2019 at the latest, proof of invalidity and the log-in name of the ticketing account need to be sent by email to the following address: [clients.rg@fft.fr](mailto:clients.rg@fft.fr). The ticketing account will then be either identified or activated after reception and verification of the documents.

From 13<sup>th</sup> march 2019, orders on line via the website will be open to people with reduced mobility, on the basis of "first come, first served". Prices are the same as for Category 1 tickets on the court selected. The maximum numbers of tickets are the same as those set out in Article 3.5.2.

Any person of reduced mobility has the possibility of coming to the Stadium with an accompanying person (no more than one accompanying person per reduced mobility ticket purchased). To take advantage of this, the purchaser should order an extra ticket for the accompanying person at the same time as purchasing their own reduced mobility ticket. The conditions for orders for accompanying people are identical to those which apply to those with reduced mobility.

**9.2. Children of under six (6) years of age** » Access to the Stadium is free of charge for children less than six (6) years of age accompanied by a person with a TICKET, upon presentation of a form of identification and subject to the following. Only one child per person holding a TICKET may take advantage of the free access to the Stadium and the competition courts. Since accompanied children under six are not allocated a seat, they must, without exception, be seated on the knees of the person accompanying them. The child will be given a bracelet before s/he goes into the Stadium.

#### ARTICLE 10 – IMAGE RIGHTS

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All TICKET Bearers (adult or child) are hereby informed that they may be photographed and/or filmed by FFT teams and/or any third parties authorised by the FFT (particularly, but not limited to, media operators - television crews, photographers, journalists from the written press and the Internet, etc., official partners/suppliers of the Tournament and the FFT, etc.). Therefore TICKET Bearers expressly and freely authorise (i) their image to be captured by any means and for it (ii) to be used in any media (press, publicity posters, brochures, digital and analogue media, in an unlimited quantity) and in all types of broadcast (television, cinema, exhibition, website, social networks, etc.), by the FFT and or any third party authorised by the FFT (particularly, but not limited to, entities devolved from the FFT, media operators - television crews, photographers, journalists from the written press and the Internet, etc., by the official partners/suppliers of the Tournament and/or the FFT, etc.) for all purposes, including commercial purposes (particularly, but not limited to, the promotion of the FFT, its products and services, activities, tennis, the Tournament and related events, the Stadium, and the attributes of official partners/suppliers of the Tournament and/or of the FFT and their products and services, etc.), and during any televised rebroadcasting of the Tournament. This authorisation is valid for operations worldwide and throughout the legal duration of copyright relating to the above-mentioned media. TICKET Purchasers must confirm to the FFT that any Beneficiary has been informed of the terms of this Article, and that prior parental authority has been obtained for any child ticket Beneficiaries.

#### ARTICLE 11– BETTING

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No Individual Purchaser or Beneficiary of a TICKET shall be permitted to make any bets to do with the Tournament within the Stadium. This ban on betting includes direct betting and betting using an intermediary; it covers all processes whatsoever (including use of a public on-line communication system); and includes betting of all kinds whatsoever (including private bets among individuals). This measure is taken on the grounds of sports ethics in the interest of preserving the integrity of tennis competitions. If this prohibition is violated, the FFT shall be entitled to take all measures, up to expulsion from the Stadium of the person concerned.

#### ARTICLE 12– DATA AND INFORMATION PERTAINING TO THE MATCHES

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The FFT is the official organiser of Roland-Garros. In this capacity, in accordance with the provisions of Article L.333-1 of the Sports Code, it holds all the operating rights associated with it and in particular all the intangible items produced during or arising out of the playing of the matches of the Tournament. » As a consequence of the foregoing, it shall be formally prohibited for any Bearer of a TICKET who is attending any of the matches of the Tournament or present in the Stadium, to gather, store, distribute, provide, public, issue and/or make available to any person or institution whatsoever, by any process whatsoever, and from any location of the Stadium whatsoever, whether at no charge or for a fee, any datum, statistic, item of information or fact pertaining to the progression of any match during the Tournament (particularly, but not restrictively, relating to the score directly point by point, match statistics, of a set or of games, notice given to a player by a chair umpire, a judging error, a call by a player to the medic, injury, abandonment by a player, etc.) of which he/she may become aware. » If the prohibition set forth in this Article is breached, the offender opens himself to one or more of the penalties specified in Article 14, below, action against him/her.

#### ARTICLE 13 – SOUND AND VISUAL RECORDINGS

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It is strictly prohibited to disseminate and/or make available to the public, in real time or after the matter, in whole or in part, whether at no cost or for a charge, any sound recording and/or any moving image captured by any means in the interior of the Stadium, for any type of public access, regardless of the mode of dissemination (internet, radio, television, mobile telephones, data storage accessories or any other media currently in existence and/or yet to be invented), without the prior explicit authorisation of the FFT.

» This prohibition targets especially, but is not limited to, any dissemination and/or any making available and/or any incorporation of moving images and/or sound recordings captured in the interior of the Stadium, on sites or on-line community file-sharing platforms, in any digital published media (webzines, and so on), and in any visual and/or sound work or production (films, documentaries,

drawings, photographs, etc.). This restriction also applies to the broadcasting in any form of media, and/or the release of, any still image, or series of still images with a promotional and/or commercial nature considered abusive or excessive, or inconsistent with common decency and public order. » If the prohibition set forth in this Article 13 is breached, The FFT reserves the right to take action against anyone in breach of this regulation and opens himself to one or more of the penalties specified in Article 14, below, without prejudice of any other action.

#### **ARTICLE 14 – NON-ADHERENCE TO THE GENERAL TERMS AND CONDITIONS OF SALE**

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Without prejudice to any other action, the breach by the Purchaser and/or the Beneficiary of a Ticket of any of the provisions of the General Terms and Conditions of Sale, will lay the offender open to one and/or other of the following penalties:

**14.1. Cancellation of the order** » Any breach or violation by the Purchaser and/or the Beneficiary of a Ticket of any of the provisions of the General Terms and Conditions of Sale, if the FFT so sees fit, may result in the immediate and automatic cancellation of his/her order, without any administrative measures. In such a case, the Purchaser shall not be able to collect the Ticket(s) arising out of such order (which will then be put back on sale by the FFT) and/or will be refused entry to the interior of the Stadium.

**14.2. Cancellation of the sale** » Any breach or violation by the Purchaser or the Beneficiary of a Ticket of any of the provisions of the General Terms and Conditions of Sale, if the FFT so sees fit, may result in the immediate and automatic cancellation of the sale, without any administrative measures. In such a case, the Ticket(s) will be cancelled and the Purchaser or the Beneficiary will be refused entry to the interior of the Stadium, subject to any legal action for liability.

**14.3. Ejection from the Stadium** » Any breach of the provisions contained in the General Terms and Conditions and/or Stadium Rules by a Individual Purchaser of a TICKET, or Beneficiary, while present in the grounds of the Stadium, could lead to his/her ejection from the Stadium. » The ejection will automatically lead to the TICKET belonging to the person in breach of the regulations being confiscated and rendered invalid (including any service provided with the TICKET) with no refund or compensation permitted. » If the person in breach of regulations had purchased, or was the beneficiary of several TICKETS, and/or any other type of access card for Tournament days following his or her expulsion, the FFT reserves the right to cancel said TICKET(S) (including any service included with said TICKET(S) and/or access card, for which only the Purchasers will be able to demand a refund.

#### **14.4. Exclusion lists**

**14.4.1.** » Any breach of the provisions of these General Terms and Conditions, 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 Internet resale or auction sites, 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 PURCHASER or the identified Beneficiary to a specific exclusion list (hereinafter referred to as "Exclusion List 1"), thereby prohibiting him/her of any possibility, while he/she remains on said list, of ordering TICKETS for the current edition of ROLAND-GARROS or for subsequent editions of the tournament, and also for any other event run by the FFT.

**14.4.2.** » All PURCHASERS or Beneficiaries of a TICKET allowing 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 (the ITF, ATP, WTA, etc.). Any person appearing on Exclusion List 2 shall be prohibited, while he/she remains on the list, from accessing the Stadium during Roland-Garros and during subsequent editions of the Tournament, as well as from accessing all venues for competitions run by the FFT. In addition, 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 Stadium during Roland-Garros 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 Stadium 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 or her appearance on Exclusion List 2, will be subject to cancellation.

**14.4.3.** » Save legal provisions to the contrary, and the opinion of the CNIL, the French data protection authority, any breach of any of the prescriptions in the Stadium Rules by the PURCHASER or Beneficiary of a TICKET, while he/she is inside the Stadium, will provide the FFT, with the basis to, if it deems it necessary (in view of the seriousness of the detected breach), add the PURCHASER or the identified Beneficiary to a specific stadium ban list ("Exclusion List 3") thereby prohibiting him/her of any possibility, while he/she remains on said list, of accessing the Stadium during Roland-Garros, during subsequent editions of the Tournament and any other sporting event being held therein. » In addition, any person appearing on Exclusion List 3 shall not be, while he/she remains on the list, be issued with any document (ticket, accreditation, etc.) granting access to the Stadium. Any document granting access to the Stadium which is held by a person on the list will be subject to cancellation, on the understanding that he/she may apply for a refund.

**14.4.4.** » The terms and conditions related to personal information appearing on Exclusion Lists 1, 2 and 3 are covered by Article 15.4. below.

**14.5.** » The fact that the FFT does not pursue any breach of any of the provisions of the General Terms and Conditions of Sale by the PURCHASER or the Beneficiary of a TICKET does not mean that the FFT waives the right to subsequently pursue such a breach.

## ARTICLE 15 – PERSONAL DATA

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**15.1.** » The personal data of the Individual Purchaser, the representative of the Entity Purchaser and any Beneficiary of a TICKET, gathered during the order or transfer of the TICKET, will be processed by computer, for the purposes of administering said order or transfer, as the case may be. It shall not be passed on to any of the FFT's commercial partners.

**15.2.** » The bank details provided by the Individual Purchaser and the Representative of the Entity Purchaser when paying for his/her order are stored in the FFT service provider's system empowered for that very purpose, and are subject to specific security measures. In line with the CNIL recommendations, 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.

**15.3.** » E-mails containing information related to the processing of the order or transfer of the TICKET, as the case may be, may be sent to the e-mail address linked to the account of the Individual Purchaser and representative of the Entity Purchaser at the time of purchase of one or several TICKETS, as well as to the e-mail address of any Beneficiary of a TICKET registered during a TICKET transfer. » In addition, the FFT may send promotional and/or commercial e-mails to the address of the Individual Purchaser and the representative of the Entity Purchaser, subject to their ticking the appropriate box on the order form or in their personal area on the Website. » The FFT reserves the right to, unless otherwise specified by the Individual Purchaser or the representative of the Entity Purchaser, send them commercial offers for products and/or services similar to those already ordered.

**15.4.** » The personal information of any person included on Exclusion List 1 as per Article 14.4.1. above, may appear for a period of up to three (3) years from the date that he/she was first added to said list, with the exception of non-payment (in which case the Individual Purchaser's personal data shall be removed as soon as payment is settled). » The personal information of any person included on Exclusion List 2 as per Article 14.4.2. above will appear for the duration of the stadium/competition ban imposed on him/her by an FFT disciplinary body or an international body governing tennis. » The personal information of any person included on Exclusion List 3 as per Article 14.4.3. above, will appear for the duration of the stadium/competition ban imposed on him/her. » In line with the CNIL's recommendations, EXCLUSION LISTS 1, 2 and 3 include the reasons for listing the individuals concerned; the lists are closed and objective, precluding any specific comments in the free-text fields.

**15.5.** » Roland-Garros spectators may be invited to – when paying for goods at the various points of sale within the Stadium during the tournament – scan their TICKETS by vendors at their kiosks. This procedure is not compulsory, and every spectator remains free, if need be, to accept or refuse to present his/her TICKET to be scanned when purchasing items. » If the spectator accepts, the TICKET scan will result in the collection of information related to the purchase (time of purchase, products bought, total amount paid), as well as personal information (TICKET number). » The information and data collected are strictly for internal FFT use and are subject to stringent security measures. They shall never be shared with a third party and shall be stored for a limited time period. They help the FFT to develop statistical information on Roland-Garros spectators.

**15.6.** » In accordance with the law "Informatique et Liberties" of January 6, 1978 and the European Regulation No. 2016/679/EU of April 27, 2016, the purchaser and the beneficiary of a ticket has a right of access, modification, portability and deletion of their data. They may also ask for the limitation of the treatment of their personal data. They can finally, for legitimate reasons, oppose the processing of their data. » Any individual registered on the Exclusion List #1 and/or on the Exclusion List #2 may for her/his part only access and require correction of her/his personal data. » Such rights may be enforced by sending an e-mail to the DATA PROTECTION OFFICER OF THE FRENCH TENNIS FEDERATION at: [dpo@fft.fr](mailto:dpo@fft.fr).

## ARTICLE 16 – APPLICABLE LAW / ATTRIBUTION OF JURISDICTION

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**16.1.** » THE GENERAL TERMS AND CONDITIONS OF SALE ARE SUBJECT TO FRENCH LAW.

ANY DISPUTE PERTAINING TO THEIR BINDING NATURE, THEIR VALIDITY, THEIR INTERPRETATION AND/OR THEIR PERFORMANCE, AND, MORE GENERALLY ANY DISPUTE IN CONNECTION WITH THE SALE OF TICKETS WILL BE PUT BEFORE THE FRENCH COURTS.

**16.2.** » In accordance with the provisions of the Consumer Code concerning the amicable settlement of disputes, FFT adheres to the Service of the e-commerce mediator of the FEVAD (Federation of e-commerce and distance selling-<http://www.mediateurfevad.fr>). After the buyer's prior written approach to FFT by phone (01 47 43 51 11 or 00 33 1 47 43 51 11 for calls outside of France or by email ([clients@fft.fr](mailto:clients@fft.fr))), the Ombudsman's Service may be seized for any consumer disputes which the settlement would not have resulted in. To refer to the Ombudsman, please follow the following link: <https://www.mediateurfevad.fr/index.php/espace-consommateur>.

## ARTICLE 17 – HIERARCHY OF THE DOCUMENTS

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If there is any contradiction or ambiguity between the GTCS and the Stadium's Rules of Procedure, the GTCS shall take precedence over the Stadium's Rules of Procedure

## SPORT AND LEISURE INSURANCE

Information Document on the insurance product of the insurance company: **EUROP ASSISTANCE SA**

**Product:**

**FTF- bad weather and / or shortened matches cover**

Public Limited Company with head offices situated at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered with the Trade Companies Registry at Nanterre under the number 451 366 405, and approved by the French Supervisory Body ("ACPR"), 4 place de Budapest, CS 92459, 75436 Paris cedex 09, France) under the number 4021295.



This information document presents a summary of the main covers and exclusions of the product. It does not take into account your specific needs and requests. You will find full information on this product in the pre-contractual and contractual documentation.

What type of insurance is this?

The FTF policy insures Bad Weather and / or Matches Shortened and is intended to cover the holders of one or more tickets purchased for Roland Garros on the site <https://tickets.rolandgarros.com> who have taken out this insurance:

- 1) in the event of Bad Weather (from Sunday 26 May to Monday 3 June included)
- 2) in the event of Bad Weather + Matches Shortened (from Tuesday 4 to Thursday 6 June corresponding to the provisional programme of the Men & Women's Quarter Finals, the Women's Semi Finals. The insurance policy carries the number 58 224 495. This policy is entered into for the day (unless cancelled by the subscriber).
- 3) in the event of Matches Shortened (from Friday 7 to Sunday 9 June corresponding to the provisional programme for the Men's Semi Finals, the Men's and Women's Finals. This contract is entered into for the match to which the ticket purchased gives access.



### Who is insured?

Cover written is intended to reimburse the Subscriber for:

- 1) Bad Weather limiting the time of play (more than 2 hours but less than 3 hours) on the main court to which the Ticket gives access (from Sunday 26 May to Sunday 3 June inclusive)
- 2) Bad Weather of between 2 and 3 hours + Matches Shortened (for the Men's & Women's Quarter Finals, the Women's Semi Finals).
- 3) Matches Shortened by at least 2 hours for the Men's Semi Finals, Women's and Men's Finals.



### Who is not insured?

Cover does not attach when the insured Ticket has not been used due to the occurrence or the existence of one of the following events or circumstances:

- Cancellation of the insured Event itself whatever the cause.
- The total duration of play on the same day on the main court to which the ticket gives access:
  - is not between the cumulative time of 2 and 3 hours of play whereas Bad Weather has occurred during the day,
  - is in excess of the cumulative time of 3 hours of play from Tuesday 4 June to Thursday 6 June inclusive.



## Are there exclusions to the cover?

### Other than what is not insured, the following are general exclusions applicable to the policy:

- Epidemics, pandemics, such as defined by the French Ministry of Health or by the WHO, pollution, strikes, natural catastrophes, riots, civil commotion.
- Wilful intent or fraud committed by the Insured
- Events of which the Insured was aware when subscribing the Policy as being likely to implement Cover.
- Legal proceedings of which the insured is subject
- Accidents resulting from the disintegration of an atomic nucleus or caused by earthquakes, volcanic eruptions or any other cataclysm, any effect of a source of radioactivity.
- Civil or foreign war, acts of terrorism or threats thereof, the consequences of « state of emergency ».



## Where am I covered?

- The insurance covers apply in France during Roland-Garros 2019.



## What are my obligations?

### Under penalty of nullity of the insurance policy or non coverage:

- **When taking out the policy**
  - Supply all documentary proof requested by the insurer,
  - Settle the premium indicated on the policy.
- **During the period of the policy**
  - Declare all new circumstances which may worsen the risks to be covered or create new risks.
- **In the event of a claim**
  - Supply all supporting documents for expenditure for which cover or reimbursement is requested
  - Inform of cover eventually taken out for the same risks in part or in whole with other insurers.



## When and how to make payment?

- Premiums are payable when the purchase is made on line on the site <https://tickets.rolandgarros.com> of the Ticket or Tickets insured according to the terms indicated in the general provisions.



## When does the cover begin and when does it end?

- The insurance cover associated with the policy named « FTF Bad Weather and / or Shortened Matches » incept on the date the policy is taken out and payment by the subscriber of his subscription to this policy for the duration of the validity of his ticket (one day).
- The insurance cover ends on the day following the date of validity of the insured ticket.



## How can I cancel the policy?

- The policy ends on expiry of the cover taken out (temporary one day policy) and does not require any particular action to be cancelled at maturity.

## THE FRENCH TENNIS FEDERATION Cover

### 1) « Bad Weather » // 2) « Bad Weather + Shortened Matches » // 3) Shortened Matches

#### INFORMATION NOTICE

Information notice relating to the master group policy with optional subscription n° 58 224 495 – hereinafter referred to as « the Policy » - :

Taken out by the FRENCH TENNIS FEDERATION (here referred to as the «FTF »), 2 avenue Gordon-Bennett 75016 Paris, on behalf of its clients who have access to the site <https://tickets.rolandgarros.com>

- With EUROP ASSISTANCE. Public Limited Company with a capital of 2 541 712 € Registered at the Trade and Companies Registry in Nanterre under the number 403 147 903 – Head Office : 1, promenade de la Bonnette - 92230 Gennevilliers – VAT N° (EEC) : FR 9440314790300013 - SIRET : 403 147 903 00013 company governed by the French Insurance Code,
- Through GRAS SAVOYE WILLIS TOWERS WATSON, insurance and reinsurance broker, Head Office: Immeuble Quai 33 - 33/34 quai de Dion-Bouton. CS 70001 - 92814 Puteaux Cedex. Simplified stock corporation with a capital of 1 432 600 euro. Registered at the Trade and Companies Register in Nanterre under the number 311 248 637, VAT N° FR 61311248637. Intermediary registered with ORIAS under the n° 07 001 707 ([www.orias.fr](http://www.orias.fr)), (hereafter referred to as « GRAS SAVOYE » or « the Broker, intermediary and administrator »).

The Policy is presented by the FRENCH TENNIS FEDERATION in its capacity as the authorised representative of GRAS SAVOYE.

The Policy is managed by GRAS SAVOYE, in the name of and on behalf of EUROP ASSISTANCE.

**GRAS SAVOYE is designated by the Insurer to manage the Policy both with regard to subscription and implementation of the Covers « Bad Weather » or « Bas Weather + Matches Shortened » or « Matches Shortened » and administration of Claims.**

**The way to contact GRAS SAVOYE is the following: by e-mail: [fft@grassavoie.com](mailto:fft@grassavoie.com)**

#### ARTICLE 1 – Definitions

##### Subscriber / Insured:

- Any legal person or
- Any adult natural person,

who has subscribed to the Policy according to the conditions given in Article 2. of this Notice, when purchasing one or more insured Tickets.

**Insured Ticket:** Any Ticket giving access to one of the main courts, as well as to the Roland-Garros outside courts, bought by the Subscriber on the site <https://tickets.rolandgarros.com> for the insured Event at a specific date with the insurance option « **Bad Weather** » or « **Bad Weather + Shortened Matches** » or « **Shortened Matches** » .

**Cover:** The insurance Cover relating to the Policy:

1. « **Bad Weather** »: for the matches on Sunday 26 May to Monday 3 June inclusive
2. « **Bad Weather + Shortened Matches** »: for the Men and Women's Quarter Finals and the Women's Semi Finals: from Tuesday 4 to Thursday 6 June
3. « **Shortened Matches** »: for the Men's Semi Finals on 7 June, the Women's Final s on 8 June and the Men's Finals on 9 June

**Insured Event:** The French Tennis Roland-Garros Internationals 2019, taking place at the FTF address for which the Ticket or Tickets have been purchased by the Subscriber on the site <https://tickets.rolandgarros.com>.

**Bad Weather:** Meteorological conditions preventing a tennis match from being played (rain, wind, storm or heat wave)

**Shortened Matches:** Matches falling within the scope of Cover as defined in Article 5.

**Claim:** Event likely to activate Cover under the Policy.

#### ARTICLE 2 – How to subscribe to the policy

The Policy is available to those purchasing one or more insured Tickets on the site <https://tickets.rolandgarros.com>

Subscription is finalized when the insured Ticket or Tickets are purchased. This is when the Subscriber agrees to the insurance and acknowledges having received this Notice and duly read its contents.

The Contract is no longer accessible, 21 days before the insured Event.

#### ARTICLE 3 – Cancellation of the subscription

The subscriber is entitled to cancel his/her subscription by sending a registered letter with acknowledgement of receipt to GRAS SAVOYE within 14 calendar days (fourteen) from the date the subscription becomes effective, according to the following model: « I the undersigned, SURNAME, FIRSR NAME AND ADDRESS wish to cancel my subscription to the Cover in the case of:

- 1) **Bad Weather (from Sunday 26 May to Monday 3 June inclusive)**
- 2) **Bad Weather or Shortened Matches (from Tuesday 4 June to Thursday 6 June inclusive)**
- 3) **Shortened Matches (from Friday 7 June to Sunday 9 June inclusive)**

And request the reimbursement of the premium paid. « DATE AND SIGNATURE ».

The foregoing provisions shall also apply if the Subscriber can substantiate previously existing cover for the risk covered by the Policy and wishes to cancel his/her subscription for this reason (article L. 112-10 of the French Insurance Code) by letter or e-mail addressed to GRAS SAVOYE.

#### ARTICLE 4 – Subject and limit of Cover

The Cover is intended to reimburse the subscriber for the cost of one or more insured Tickets corresponding to the insured Event if a Claim occurs. The Cover is designed to reimburse the Subscriber in the case of:

- 1) Bad Weather limiting the time of play (more than 2 hours but less than 3 hours) on the main court to which the Ticket gives access (from Sunday 26 May to Monday 3 June inclusive)
- 2) Bad Weather limiting the time of play (more than 2 hours but less than 3 hours) + or Shortened Matches » (for the Men's and Women's Quarter Finals, the Women's Semi Finals).
- 3) [Shortened Matches](#) (for the Men's Semi Finals, Women's and Men's Finals)

For an insured Event resulting from one of the circumstances or/and situations mentioned in Article 5.

Subject to the Exclusions to cover mentioned in Article 6.

#### ARTICLE 5 – Nature of the circumstances or / and situations covered

**Bad Weather** restricting the time of play on a court to a period of less than 3 hours and more than 2 hours according to the official statistics of the organiser (and given to the broker administrator) of the sporting event on the day the Subscriber has one or more insured Tickets.

It is specified that the time of play taken into consideration is that of the main court to which the insured Ticket give access. For example, in the event of the purchase of a Ticket giving access to the Philippe-Chatrier court, cover only applies if the cumulated time on this court is between 2 and 3 hours, regardless of the time accumulated on the other courts. For outside courts, time taken into consideration is that of the court presenting the longest cumulated time of play.

In addition and exclusively for provisional days of the Men's and Women's Quarter Finals, the Women's and Men's Semi Finals, Women's and Men's Finals:

**Shortened Matches**, i.e. a total duration of match(es) in a same day of less than:

- a. **3 hours on the main court** to which the Ticket gives access due to:
  - forfeiture by a player;

- injury of a player;
- match transferred to another court;
- interruption due to nightfall.

This last cover which is inseparable from the « Bad Weather » cover is reserved for the days of Tuesday 4 June to Thursday 6 June inclusive.

- b. **2 hours on the main court** to which the Ticket gives access due to:
- Abandonment by the player
  - Disqualification of the player

#### ARTICLE 6 – Exclusions to Cover

Cover does not attach when the insured Ticket could not be used due to the occurrence or the existence of one of the following events or circumstances:

- Cancellation of the insured Event itself, whatever the cause.
- The total duration of play during the same day on the main court to which the Ticket gives access,
  - is not between 2 and 3 hours of play whereas Bad Weather occurred during the day.
  - is more than 3 hours of play cumulated from Tuesday 4 June to Thursday 6 June inclusive,
  - is more than 2 hours of play cumulated (for the match to which the Ticket gives access) from Friday 7 June to Sunday 9 June inclusive.

For any reason other than an insured Event

- Epidemics, pandemics, such as defined by the French Ministry of Health or by the WHO, pollution, strikes, natural catastrophes, riots, civil commotion.
- Wilful intent or fraud committed by the Insured.
- Events of which the Insured was aware at the subscription of the Policy as being likely to implement Cover under the Policy.
- Legal proceedings to which the Insured is subject
- Accidents disintegration of the atomic nucleus or caused by earthquakes, volcanic eruptions or any other cataclysm, any source of radioactivity.
- Civil or foreign war, acts of terrorism or the threat thereof, consequences of a « state of emergency ».

#### ARTICLE 7 – Reporting a Claim

As soon as the Insured becomes aware of a Claim and at the latest on the 9 July 2019 inclusive (except in the case of « force majeure »):

The Insured shall notify GRAS SAVOYE of the Claim according to the method given on the site <https://tickets.rolandgarros.com> and in compliance with the provisions of the following Article 8.

If the Insured fails to respect these time-limits for reporting a Claim and if the Insurer can prove that the delay caused it prejudice, the Insured shall not benefit from Cover (article L 113-2 of the French Insurance Code).

#### ARTICLE 8 – Documentary Evidence of a Claim

If the Insured holds an FTF account enabling him / her to reserve the insured Ticket/s, he / she shall provide GRAS SAVOYE with the following documents:

- The insured Ticket/s
- The Insured's bank details

If the Insured does not hold an FTF account enabling him / her to reserve the insured Ticket/s, he / she shall provide GRAS SAVOYE with the following documents:

- The insured Ticket/s
- The Insured's bank details
- The identity documents of the holder of the account used to purchase the insurance will be requested.

**If acting in bad faith, the Insured provides inaccurate documents as proof, uses fraudulent means to make inaccurate or incomplete statements, Cover shall not attach.  
The Insurer reserves the right to institute legal proceedings before criminal courts.**

#### ARTICLE 9: Payment of the indemnity

**The insured Ticket shall be reimbursed only once.**

**The insurance premium is not covered.**

**Without prejudice to the other provisions of this Notice:**

The indemnity is paid – in Euro – to the Subscriber by bank transfer to the bank account that he / she has indicated for that purpose. It shall be paid within 5 working days following the date GRAS SAVOYE has received all the documentary evidence of the Claim.

**Except in the case of an assessment initiated by the Insurer causing delayed payment.**

#### ARTICLE 10 – Insurance premium

The insurance premium is payable in full by the Subscriber to the FTF at the time of purchase of one or more insured Tickets for the Event insured. The insurance premium is not reimbursable. **The amount of the premium is indicated on the e-mail confirming the order received automatically by the FTF after the order has been validated and proof of payment of the insurance premium. In the event of inconsistency with any other document, only the confirmation e-mail will be taken as proof.**

#### ARTICLE 11 – Inception and duration of the subscription and Cover

The subscription takes effect on the day the Subscriber receives the e-mail confirming the order and the information Notice, i.e. with the express agreement of the Subscriber prior to expiry of the cancellation period, **subject to effective payment of the insurance premium.**

Cover takes effect with the express agreement of the Subscriber on the date of inception of the subscription

**The subscription and Cover terminate the day following the validity of the insured Ticket/s for the Event.**

**The subscription and Cover terminate before this date in all of the following cases:**

- If payment of the insurance premium has been rejected (in this case, the subscription is considered never to have taken effect), the Subscriber being liable for any indemnities already paid by the Insurer.
- **In all other cases provided for by the French Code of Insurance.**

#### ARTICLE 12- Complaints – Mediation

In the event of difficulty relating to his / her subscription, premiums or a Claim, the Subscriber may address his complaint to the GRAS SAVOYE Complaints Department using one of the following methods:

- e-mail address: [fft@grassavoie.com](mailto:fft@grassavoie.com)

- Postal address : GRAS SAVOYE WILLIS TOWERS WATSON – Service Sports & Evènements – Immeuble Quai 33 – 33/34 Quai de Dion-Bouton – CS 70001 – 92814 PUTEAUX CEDEX

The GRAS SAVOYE Complaints Department undertakes to acknowledge receipt of the complaint within 10 working days following the date of receipt on (even if response to the complaint is also brought within that period) and to provide a reply to the complaint within a maximum of 2 months following its receipt (except in special circumstances of which the Subscriber shall be kept informed).

If the GRAS SAVOYE Complaints Department rejects or refuses the complaint either in part or in whole, you may then write to the Insurer (giving the references of the file concerned and including a copy of any documentary evidence):

The Insurer shall acknowledge receipt of the complaint within 10 days following date of receipt and shall indicate the expected timeframe for processing. The above procedure shall not apply if the dispute has been brought before the courts, whether by the Subscriber or by the Insurer. If disagreement persists after the Insurer has responded, the Subscriber may ask for the opinion of the F.F.A. Mediator (« Fédération Française de l'Assurance ») ; INSURANCE MEDIATION 6 tsa 50110 75441 Paris cedex 09-<http://www.mediation-assurance.org> . This recourse is free of charge. The mediator will form an opinion within a period of 90 days after receiving the complete file. This opinion is not binding. The provisions of this paragraph are without prejudice to other legal remedies.

## ARTICLE 13 – Miscellaneous provisions

### Other insurances

In accordance with the provisions of Article L.121-4 of the French Insurance Code, when several insurances are contracted without fraud, each one shall be effective within the limits of cover of each policy and in line with the provisions of Article L.121-1 of the French Insurance Code.

### Time-barring

Any action deriving from the Policy is time-barred after 2 (two) years with effect from the event that gave rise to such action. The time-bar may be interrupted by the appointment of an adjustor following a Claim or by the Insurer or the Subscriber sending a registered letter to the other party with acknowledgement of receipt (Articles L.114-1, L.114-2 and L.114-3 of the French Insurance Code).

#### Article L 114-1 of the French Insurance Code:

Any action deriving from an insurance policy is time-barred after two years with effect from the event that gave rise to such action.

However:

1° in the event of reticence, omission, false or inaccurate statement regarding the risk involved, the time bar shall only run from the day the Insurer became aware of such facts

2° in the event of a claim, the time bar shall only run from the day the parties concerned became aware of such claim if they can prove they did not know of it until then. When the Insured's action against the Insurer is due to third party recourse, the time-bar only runs from the day this third party has pursued legal action against the Insured or has been indemnified by the Insured. [...]

#### Article L 114-2 of the French Insurance Code:

The time bar is interrupted by ordinary causes for interruption and by the appointment of an adjustor following a claim. Interruption of the action may also be the result of the Insurer sending a registered letter to the Insured with acknowledgement of receipt, with regard to action for payment of the premium and the Insured sending a letter to the Insurer regarding settlement of the indemnity.

**The ordinary causes of interruption of the time bar referred to in Articles 2240 to 2246 of the French Civil Code are the issuance of a writ, even in the case of summary proceedings, a court order or seizure, even if one party recognises the rights of the other party.**

#### Article L114-3 of the French Insurance Code:

By way of derogation from Article 2254 of the French Civil Code, the parties to the insurance policy may not alter the duration of the time bar or add to the time bar causes of suspension or interruption.

### Subrogation

In accordance with Article L.121-12 of the French Insurance Code, in the event of partial or full payment of the indemnities, the Insurer is subrogated to all rights and actions of the Insured, up to the amount of the indemnities paid.

### Data of a personal nature

EUROP ASSISTANCE, Company governed by the French Insurance Code, with head offices situated at 1, promenade de la Bonnette - 92633 Gennevilliers cedex (hereinafter referred to as « the Insurer »), acting in its capacity as responsible for processing, shall implement the processing of the Subscriber's data of a personal nature for the purpose of:

- managing the requests for assistance and insurance,
- organising the evaluation of satisfaction of those Insureds who have benefited from assistance and insurance,
- elaborating commercial statistics and actuarial studies,
- examining, accepting, controlling and monitoring the risk,
- managing potential disputes and implementing legal provisions,
- implement the obligations of vigilance as part of action to combat money laundering and financing terrorism, measures for the freezing of assets, action against financing terrorism and financial sanctions, including triggering alerts and notification of suspicion,
- implementing measures intended to combat insurance fraud,
- managing the registering of telephone conversations with the Insurer's employees or those of his / her sub-contractors for training and evaluating employees and to improve the quality of service, as well as to manage potential disputes.

The Subscriber is informed and accepts that this personal data are processed for the above purposes. This processing is implemented in application of the Policy.

The data collected is mandatory. Les données collectées sont obligatoires. If this data is not given, management of the Subscriber's requests for assistance and insurance will be more difficult, if not impossible to handle.

For this purpose, the Subscriber is informed that his / her personal data is intended for the Insurer, responsible for processing, the sub-contractors, the subsidiaries, and to the representatives of the Insurer. In order to satisfy legal and regulatory obligations, the Insurer may be lead to communicate this information to legally authorised administrative or legal authorities.

The Subscriber's personal data is kept for varying periods according to the purpose sought (6 months for telephone recordings, 5 years for other processing). This time is increased for mandatory storage of accounts and the legal time for time barring.

The Subscriber is informed and accepts that data of a personal nature that concerns him / her be given to persons situated in third countries not members of the European Union that have equivalent protection. The transfer of data to these third countries is supported by:

- A convention concerning cross border flows established in accordance with the standard contractual clauses for those responsible at sub-contractors issued by the European Commission and in force at the present time,
- Subscription contracts for Insurance entities subject to internal rules that are in compliance with the recommendation 1/2007 of the Working Group Article 29 on the standard request for approval of binding company rules for the transfer of personal data,
- A convention concerning cross border flows established in accordance with the Privacy Shield in force at the present time concerning transfers of data to the United States of America.

The Subscriber may ask for a copy of these appropriate safeguards which regulate the transfer of data from one or the other addresses indicated below. The purpose of these flows is the management of requests for assistance and insurance. The following categories of data are concerned:

- Data relating to identity (in particular: name, forename, sex, age, date of birth, telephone number, e-mail address) and private life (in particular: family status, number of children),
- Location data,
- Health data, including national social security number (NIR).

The Subscriber, in his / her capacity of person concerned by the processing, is informed that he / she has a right of access, alteration, removal and portability of data, as well as a right of limiting processing. He / she also has a right of opposition. The Subscriber has the right to withdraw his / her approval at any time, without infringing the legality of the processing based on consent before withdrawal of such consent. Furthermore, he / she has a right to give specific instructions concerning the storage, removal and communication of his / her data post-mortem.

The enforcement of rights of the Subscriber is exercised with Representatives for data protection, by post with photocopy of a signed identity card, at one of the following addresses:

- Either by electronic means: [protectiondesdonnees@europ-assistance.fr](mailto:protectiondesdonnees@europ-assistance.fr)
- Or by post: EUROP ASSISTANCE – For the attention of the Representative for data protection - 1, promenade de la Bonnette - 92633 Gennevilliers cedex.

Finally, the Subscriber is informed that he / she may make a claim to the French National Computers and Privacy Commission ("CNIL").

#### **Law and language applicable**

Any subscription to the Policy as well as precontractual relations are governed by French law. The language applicable to the Policy is the French language.