

GENERAL CONDITIONS OF USE OF THE FRANCE 2023 OFFICIAL RESALE PLATFORM

1. SCOPE AND ENFORCEABILITY OF THE GENERAL TERMS OF SALE

The purpose of this document is to set out the conditions applicable to any natural person (the "User") using the services of the official resale platform (hereinafter the "FRANCE 2023 Official Resale Platform" or "the Platform"), available on the website <https://tickets.rugbyworldcup.com/> (hereinafter the "Website") and made available by Groupement d'Intérêt Public Comité d'Organisation FRANCE 2023 (hereinafter "FRANCE 2023"), to resell or purchase one or more tickets ("the Ticket" or "the Tickets") granting a right of access to attend one of the Rugby World Cup 2023 events (hereinafter "the Rugby World Cup 2023 match").

These general conditions of use ("GCU") shall apply to any User of the Platform, whether the User is (i) a natural person wishing to purchase a Ticket on the Platform (the "Purchaser"), or (ii) a natural person holding one or more Ticket(s) wishing to offer them for sale on the Platform (the "Seller").

By using the Platform, the User undertakes to comply with these GCU laid down by FRANCE 2023 which the User acknowledges he or she has read and accepts. It should be noted that use of the Tickets is subject to compliance with the General Terms of Sale applicable to the Tickets (the "T&Cs"), as set out at the following link https://tickets.rugbyworldcup.com/en/general_terms_and_conditions, which the User acknowledges he or she has read and accepts.

FRANCE 2023 reserves the right to vary the GCU at any time and without notice. The GCU and the T&Cs which apply are those accepted by the User on the date of sale or purchase of the Ticket in question on the Platform.

The Purchaser undertakes to ensure that the Beneficiary, that is any person benefiting, in any way, from a Ticket acquired by the Purchaser, complies with the T&Cs.

2. USE OF THE PLATFORM

2.1 To use the Platform, any User, whether Purchaser or Seller, must have an account on the website <https://tickets.rugbyworldcup.com>. The User logs in using a user name and password entered when his or her personal account is created.

The User is responsible for the information entered in his or her account. In the event that false, inaccurate, outdated or incomplete information is provided, FRANCE 2023 shall not be held liable for any resulting failures in the processing of the User's requests. FRANCE 2023 shall also be entitled, in these circumstances, to refuse to open the User's account or to suspend or cancel it.

The User declares that he/she has capacity to use the Platform, notably that he/she is aged over 16 or has permission from the person(s) having parental or guardian responsibility and/or authority.

FRANCE 2023 reserves the right to limit the number of Accounts which can be created from a single IP address over a given period. FRANCE 2023 shall also be entitled, in these circumstances, to refuse to open any such account or to suspend or cancel it.

2.2 The User shall be exclusively responsible for the equipment (computers, telephones, software, telecommunication resources, etc.) giving access to the Website and for the telecommunication expenses incurred through the use of such equipment.

The User agrees not to infringe the rights of FRANCE 2023 and undertakes:

- to use and/or download the information appearing on the Website on his or her equipment exclusively for personal, non-commercial use for limited periods;
- only to print information downloaded on paper media on condition that the copies created in this way will be used exclusively for personal purposes, which in particular does not include any reproduction for professional or commercial purposes or mass distribution, whether free of charge or for payment;
- not to copy and/or reproduce all or part of the Website, notably on another website, another application or an internal company network;
- not to reproduce, re-use, summarise, alter, change, move, extract, replace, store, redistribute, represent or save, directly or indirectly, on any medium, by any method and in any form whatsoever, all or part of the information and/or reproductions (illustrations, photos, etc.) appearing on the Website and/or the name, logo(s) and trade mark(s) of FRANCE 2023, World Rugby, Rugby World Cup Limited ("RWCL") or of any other third party;
- to have or put in place security and control systems on its personal equipment to avoid any use of all or part of the information and reproductions appearing on the Website which is unlawful or contravenes the GCU in any way and in any form whatsoever;
- to inform FRANCE 2023 as soon as he or she becomes aware of any unlawful or non-contractual use of all or part of the Website, irrespective of the method of dissemination used, in particular the use of his or her personal account.

2.3 The Seller will also be invited to enter his or her bank details so that bank transfers may be made to him or her in the event that Tickets are sold on the Platform.

2.4 The User shall be personally responsible for his or her obligations to declare and pay any taxes and/or duties and/or levies for which he or she is liable, in respect of which no action shall be taken against FRANCE 2023. All information to be declared is set out on the following websites:

- <https://www.impots.gouv.fr/portail/node/10841>
- <https://www.urssaf.fr/portail/home/espaces-dedies/activites-relevant-de-leconomie.html>.

Accordingly, the User hereby indemnifies FRANCE 2023 against any liability in this regard and undertakes to discharge and/or indemnify it in respect of any amount claimed from it.

3. CONDITIONS OF OFFERS TO RESELL TICKETS ON THE PLATFORM

3.1. Tickets which can be the subject of an Offer on the Platform

Only Tickets purchased by natural persons on the FRANCE 2023 ticketing website available at <https://tickets.rugbyworldcup.com>, which are authorised for transfer by that website in accordance with the T&Cs associated with the Tickets, can be offered for sale on the Platform, where this is not prohibited in accordance with legal or regulatory provisions or administrative decisions (including decisions of the FRANCE 2023 or RWCL authorities) (the "Offer").

Therefore, only a valid Ticket paid for in full, including a Ticket which has already been resold, may be transferred on the Platform, excluding any Ticket which has been cancelled, refunded, validated upon entry to the stadium, refunded by our cancellation insurance provider or which has been subject to any action preventing a resale.

The following are excluded from the Platform: (i) Tickets purchased by legal persons or by persons subject, where applicable, to Special Conditions of Sale (including the corresponding accreditations);

(ii) Tickets relating to Rugby World Cup 2023 matches which France 2023, RWCL or any administrative or judicial authority has decided to hold behind closed doors or cancel; (iii) Tickets associated with hospitality (in particular, Hospitality packages) and/or travel benefits; (iv) Tickets included in specific pricing categories, notably for group purchases.

Tickets designed for persons with a disability or reduced mobility cannot be offered for sale on the Platform. Persons wishing to resell Tickets in this category may make a request to do so using an on-line form (<https://tickets.rugbyworldcup.com/en/contact-us>) or by email to the following address: contact@france2023.rugby.

No promotional products (free or otherwise) or benefits of any nature may be associated in any way with the resold Ticket.

3.2 Price of Offers

The sale price in euros of the Ticket(s) on the Platform is determined by FRANCE 2023 and will be indicated in the corresponding box when the Ticket(s) is/are offered for sale (the "Sale Price").

Throughout the authorised resale period, FRANCE 2023 reserves the right to vary the Sale Price and will notify the Seller where applicable.

It should be noted that FRANCE 2023 will add a 10% handling fee is applied to the overall price to cover the secure transfer of the ticket(s) from seller to buyer. FRANCE 2023 may vary this commission, on condition that it duly informs Users of the Platform.

Accordingly, where a sale is made, the Seller will receive the Sale Price.

3.3 Variation of Offers

The Offer may be varied by the Seller at any time (in particular, the Offer may be withdrawn) before it has been accepted by a Purchaser.

3.4 Period of Offers

Tickets may be the subject of an Offer on the Platform as of the date when the Platform is opened until twenty-four (24) hours prior to the Match kick off time corresponding to each Ticket (hereinafter referred to as the "Sale Period").

If a Ticket has been posted for resale and remains unsold 24 hours before the scheduled kick-off time for the relevant Match, the Ticket will be automatically withdrawn from being posted for resale. Unsold tickets will be reactivated in the Sellers personal account and will be available for use on match day. Any refund will be due by France 2023 to the Seller because the Ticket has not resold on the Platform.

Users may not make any Offer outside this Sale Period.

4. PROCEDURE FOR SELLING TICKETS

4.1 Publication of the Offer by the Seller

Once the Seller has logged in to his or her personal account, he or she may offer his or her Ticket(s) for sale in accordance with the procedure for placing them on-line referred to on the Platform and on the conditions set out in Article 3 and Article 4 of the GCU.

The Seller has the option of selling single Tickets or a batch of Tickets. In the latter case, the Seller is advised that each batch may contain a maximum of six (6) Tickets.

The Offer will be published on the Platform once it has been conclusively confirmed by the Seller.

FRANCE 2023 may, at any time, decide to withdraw an offer of sale of one or more Ticket(s) on the Platform, notably for reasons of security or risks of fraud, trafficking or any other reason prohibited by these GCU. FRANCE 2023 shall not incur any liability in this regard.

4.2 Procedures for purchasing Tickets - Payment

4.2.1 Offers may be displayed in increasing or decreasing price order.

If the User wishes to accept an Offer, at the price stated by France 2023, the User must log in to his or her personal account in accordance with Article 2 of the GCU, then view the Offer in question and follow the steps set out on the Platform to make a purchase.

Software which places orders for Tickets on an automated basis via the Internet and/or which can reproduce the on-line purchasing activity of several persons including, but not limited to, bots or other forms of software enabling tickets to be ordered, is strictly prohibited. If it appears that Tickets have been obtained in this way, such Tickets shall be deemed to be invalid and, consequently, the holder of the Ticket in question will be refused access to the Stadium and will not be entitled to claim any refund.

In any event, any Tickets obtained via a distribution channel other than those set out herein and/or proposed by FRANCE 2023 shall be void and may be cancelled without the holder of the Ticket being entitled to claim a refund.

4.2.2 When the Ticket(s) are purchased, the Purchaser shall immediately pay for his or her order in full, including the commission received by FRANCE 2023 of which the Purchaser is made aware when he or she places the order.

The authorised payment method is the payment card.

FRANCE 2023 offers the Purchaser the option of registering his or her bank details to facilitate reimbursement for tickets sold on the Platform. To do this, the Purchaser must tick the corresponding box on the payment page. Once the payment has been confirmed, the data relating to the bank card used will be registered, encrypted and stored on secure servers by the FRANCE 2023 payment provider. The User will have the option at any time of adding a new bank card and/or removing the data relating to the bank card registered by logging in to his or her personal account.

Transactions made on the Website are secured by the payment system of the payment provider, Payline. All information exchanged to process the payment is encrypted in accordance with the data security standard (DSS) of the payment card industry (PCI). This data cannot be detected, intercepted or used by third parties. The Purchaser's complete financial information does not at any stage pass through the information technology system of FRANCE 2023, with the sole exception of encrypted data required for the accounting process.

In the event of fraudulent use of his or her payment methods, the User is invited to contact the Customer Service Department as soon as he or she has noticed such use, the details of which are set out in Article 9.

Any payment incident (including but not limited to failed 3D Secure authentication) will automatically prevent the order being confirmed.

It should be noted that the Purchaser has the option of taking out specific insurance for his or her tickets when placing the order. The Purchaser is advised that this cancellation insurance will be subject to its own general conditions and that he or she will therefore be responsible for finding out about it before taking out the policy. Any Ticket refunded under such insurance policy will be cancelled automatically and can no longer be resold through the FRANCE 2023 Official Resale Platform.

All additional options offered to the Purchaser when he or she places an order may require payment of additional expenses. FRANCE 2023 reserves the right to vary the scale of charges and the duration of this service throughout the operation of the Platform. Where a Ticket is cancelled, for any reason, these expenses will not be refunded.

4.2.3 Once the order is validated by the Purchaser and full payment for the order is confirmed, the Sellers and Purchasers will receive a notification informing them that the transaction has been fully and conclusively completed.

Subject to the order being paid for in full and in the absence of any risk of fraud, the sale of the Ticket(s) is irrevocable and transfer of the Ticket(s) to the Purchaser is conclusive. For all relevant purposes, it should be noted that the Seller will cease to be the holder of the Ticket(s) in question and may no longer use them to attend one or more Rugby World Cup 2023 matches.

4.3 Delivery of the Tickets

The Tickets will be delivered as e-tickets and will be available in each Purchaser's customer account on the date set by France 2023.

They must be used in accordance with the provisions of the T&Cs, which the User confirms he or she is aware of and accepts in full.

4.4 Payment of the Sale Price to the Seller

When the Offer is accepted by the Purchaser and confirmed by the payment provider instructed by FRANCE 2023, payment of the Sale Price and of the associated commission is collected by the payment provider.

France 2023 and its payment provider will use their best endeavours to ensure that the Sale Price is paid over to the Seller within a period of 90 days from the transaction.

5. NO RIGHT OF WITHDRAWAL

It should be noted that the right of withdrawal does not apply to distance-selling of Tickets on the Platform, as this constitutes a sale of leisure services to be provided on a set date in accordance with Article L. 221-28, 12° of the French Consumer Code.

Consequently, in accordance with the provisions of Article L. 221-5 of the French Consumer Code, the Purchaser is advised that he or she may not exercise his or her right of withdrawal in relation to the purchase of one or more Tickets.

6. OBLIGATIONS AND RESPONSIBILITY

6.1. Obligations of Users

6.1.1. The User uses the Platform under its own responsibility. In these circumstances, the User is required to use the Platform in accordance with its purpose and in compliance with the GCU, and not to infringe the rights of third parties.

6.1.2. The User is responsible for the information security of its equipment and, in particular, for any losses of data and security breaches which may result from a virus or hacking.

6.1.3. Generally, Users are prohibited from infringing the rights of FRANCE 2023.

6.2. Obligations of FRANCE 2023

6.2.1. Unless otherwise stipulated, FRANCE 2023 is bound by a best endeavours obligation in performing its services.

6.2.2. FRANCE 2023 reserves the right to vary the features of the Platform in accordance with technical developments. FRANCE 2023 may carry out any updates entirely at its discretion and shall be at liberty to change the functions of its software without giving Users prior notice to the extent that this does not in any way cause a degradation of the services or any loss of data.

6.2.3. With a view to maintaining the effectiveness and security of the Platform, FRANCE 2023 reserves the right to suspend access to it. The suspension will be lifted once it has been checked as being compliant with the service. FRANCE 2023 undertakes to provide a level of security compatible with technical standards in the sector. FRANCE 2023, bound by a best endeavours obligation in relation to information security, cannot however guarantee the absence of any modification, intrusion, alteration or outage of the service attributable to a third party (person, virus, etc.).

6.3. Responsibility - Suspension and Closure of Accounts

6.3.1. FRANCE 2023 shall not be held liable if any non-performance or damage is caused by the User's improper use of the Platform or by the negligence of the User or a third party, or by circumstances of *force majeure*.

6.3.2. Similarly, FRANCE 2023 shall not be held liable for any temporary or permanent damage caused to the User's computer or mobile device or for any losses or damage sustained notably following access to the Platform.

6.3.3 The sale of Ticket(s) is only effective after a Purchaser has accepted the Offer made by the Seller for the Ticket(s) on the Platform and paid in full. FRANCE 2023 cannot be responsible for whether or not a Ticket sells, which depends, notably, on the existence of a Purchaser for the Ticket in question. Further, FRANCE 2023 cannot be responsible for a lack of Tickets available for purchase on the Platform and/or for the quantity of Tickets and/or the category of Tickets available for purchase on the Platform.

6.3.4. The transmission of data over the Internet may cause errors to become apparent and/or the Platform may not always be available. Consequently, FRANCE 2023 shall not be held responsible for the availability and interruption of the Platform. It should be noted that the User is, in any event, advised to protect access to his or her information technology tools with a password, and to take out all relevant insurance policies to cover the loss or theft of such tools.

6.3.5. Where FRANCE 2023 incurs liability following misconduct on its part, compensation shall only be paid for direct, personal, actual damage sustained by the User. FRANCE 2023 shall incur no liability as a result notably of:

- Damage resulting from a breach by Users of the rules and recommendations of FRANCE 2023 set out in particular in these GCU;
- Malfunctions, the inability to access the Platform or poor operational conditions of the Platform, notably attributable to unsuitable equipment, disruption relating to the User's access provider and/or congestion of the Internet network and/or any other reason associated with circumstances of *force majeure*;
- Malicious acts of Users.

6.3.6 Without prejudice to any other remedies, FRANCE 2023 may without notice limit, suspend, close down, vary or withdraw accounts or access to all or part of the services of FRANCE 2023 (i) if the User fails to comply, or FRANCE 2023 suspects that the User is failing to comply, with these General Conditions; or (ii) in the event of proven or suspected unlawful or improper use of the Platform. Without prejudice to other remedies, FRANCE 2023 may limit, suspend or close down the service and the accounts or part thereof, prohibit access to the Platform and its content and take technical and legal measures to prevent Users accessing the Platform if FRANCE 2023 is of the view that they create a risk or potential legal liability, by infringing intellectual property rights of FRANCE 2023 and third parties, or by acting in way which is contrary to the letter or spirit of these General Conditions. Further, FRANCE 2023 may, in appropriate circumstances and at its sole discretion, suspend or close down User accounts which are likely to repeatedly infringe the intellectual property rights of FRANCE 2023 and third parties.

7. PERSONAL DATA

In the course of exploiting the Platform, FRANCE 2023 is required to collect Users' personal data, in accordance with the regulations in force applicable to personal data and the Privacy Policy it has drawn up.

The Privacy Policy of FRANCE 2023 is supplementary to the GCU and forms an integral part thereof. Accordingly, FRANCE 2023 invites Users to view it by clicking here https://tickets.rugbyworldcup.com/en/privacy_policy.

8. INTELLECTUAL PROPERTY

8.1. All trademarks, logos, other distinctive signs, visuals, photos, text, comments, illustrations, drawings and images reproduced on the Platform are subject to copyright and intellectual property rights. Any full or partial reproduction of these items is therefore strictly prohibited, without the prior written consent of FRANCE 2023.

8.2. The User undertakes not to use the content of the Platform and any information brought to his or her attention in such a way as to infringe the rights of FRANCE 2023 and never to use it in a way that constitutes infringement or an act of unfair competition.

8.3. Any non-compliant use may cause FRANCE 2023 to suspend and/or delete the User's personal account.

9. AFTER-SALES DEPARTMENT

The After-Sales Department of FRANCE 2023 can be contacted for any enquiries relating to Tickets using an on-line form (<https://tickets.rugbyworldcup.com/en/contact-us>) or by sending an email to the following address: contact@france2023.rugby.

10. APPLICABLE LAW AND DISPUTES

These GCU are governed by and shall be interpreted in accordance with French law.

Any disputes relating to the purchase or use of a Ticket shall be brought to the attention of FRANCE 2023 by recorded letter sent to the following address: FRANCE 2023 – 24 rue Saint-Victor 75005 Paris.

In accordance with Article L. 612-1 of the French Consumer Code, in the event of any disputes, the Purchaser may use the AME Conso mediation service of which FRANCE 2023 is a member to seek an amicable settlement:

- electronically: <https://www.mediationconso-ame.com/demande-de-mediation-ame.html>
- or by post: AME Conso 11 place Dauphine 75001 Paris.

Any dispute resulting from the application and interpretation of these General Conditions of Use and, generally, any dispute relating to the purchase or use of the Tickets, shall be subject to the jurisdiction of the French courts.