GENERAL CONDITIONS GOVERNING SALES OF TICKETS BY BAL DU MOULIN ROUGE – AUGUST 2018

Placing an order entails full and unreserved acceptance by the client (hereinafter referred to as the "Client") of these general conditions of sale, which he acknowledges he has read on the Bal du Moulin Rouge website at the following address: http://www.moulinrouge.fr/reservations/legal/cgvgb.htm, or, on request, at the Bal du Moulin Rouge ticket office located at the following address: 82, boulevard de Clichy – 75018 Paris / Tel. +33 (0)1 53 09 82 82 (hereinafter the "Ticket Office").

<u>Article 1 – SERVICES – PRICES</u>

- **1.1** Prices include dinner and the drink stated on the menu (hereinafter "Dinner") and the show (hereinafter the "Show") or the Show alone, with or without a drink, according to the service chosen by the Client ("the Service") and are stated in euros, inclusive of all taxes, excluding any booking and administration charges, and excluding processing and shipping costs and insurance.
- **1.2** The prices given by Bal du Moulin Rouge vary according to the Service chosen and the date and time. The prices are available on the Bal du Moulin Rouge website at the following address: http://www.moulinrouge.fr/reservations/index.html or in the brochures available to the public at 82, boulevard de Clichy 75018 Paris or on request.
- **1.3** Any other services not included in the Service for which the initial order is placed shall be billed at an additional cost. The cost of cloakrooms is not included in the stated prices unless indicated to the contrary.
- **1.4** Bal du Moulin Rouge reserves the right to request an identity document for any person requesting the child price.
- **1.5** Bal du Moulin Rouge reserves the right to change its prices at any time, the Service however being billed on the basis of the prices in force when the order was recorded. Promotional offers, which are subject to special terms and conditions, may be made by Bal du Moulin Rouge.

Article 2 – BOOKING – EXCHANGES/CANCELLATIONS

2.1- Orders / Booking: before placing an order, the Client acknowledges that he has read these general conditions of sale and accepted them in their entirety.

For orders placed on the website, this acknowledgement is given by ticking the box "I acknowledge that I have read the GCS and accept them". On the internet, sales shall only be firm and definitive after the Client has received the confirmation email from Bal du Moulin Rouge stating the booking number (hereinafter "Booking").

The Service price shall be paid immediately by the Client, whatever the order method used for the Booking.

- **2.2** Seats: as Bal du Moulin Rouge allocates seats each evening, no complaint may be made concerning the allocation of seats by Bal du Moulin Rouge within the venue.
- **2.3** The total number of seats booked by each person cannot be higher than ten tickets per order, unless specially agreed otherwise.

2.4- Exchange/Cancellation: in accordance with the provisions of the article 221-28 12° of the French consumer code the Client does not have a right of withdrawal. The ticket issued for the Service cannot be returned, refunded or exchanged. Thus, if the Client cancels his Booking, the price paid by him shall be retained by Bal du Moulin Rouge as compensation.

If the Service is cancelled by Bal du Moulin Rouge, requests for refunds must be sent to the Bal du Moulin Rouge Ticket Office or to the following email address: reservation@moulinrouge.fr within six months from the date of the cancelled Service.

Article 3 - FORCE MAJEURE

3.1- Within the meaning of these general conditions of sale, force majeure is considered to mean any event that is reasonably unpredictable and insurmountable for Bal du Moulin Rouge, making it impossible or significantly more expensive for it to fulfil some or all of its contractual obligations pursuant to the Service.

It is considered that the following in particular shall be considered as circumstances of force majeure, this list not being exhaustive: natural disasters, bad weather, fires, flooding, earthquakes, strikes or other social unrest, energy disruption, embargos, sabotage, intervention by civil or military authorities, acts of war, hostilities, whether declared or not, acts of terrorism or riots.

3.2- Bal du Moulin Rouge shall not be deemed not to have fulfilled its obligations in the event that fulfilment of its obligations pursuant to the Service is hindered, prevented or delayed by a circumstance of force majeure and in such event its liability cannot be incurred for any reason whatsoever

Article 4 – TERMS AND CONDITIONS OF PAYMENT

- **4.1** For internet or telephone orders, payment shall be made by debit or credit card. For orders placed with the Ticket Office, payment may be made by debit or credit card, cash or cheque. The credit and debit cards accepted are those from the networks Carte Bleue, Visa, Eurocard, Mastercard and American Express.
- **4.2** For internet orders, a single payment method may be used for each order.

<u>Article 5 – SECURITY OF PAYMENTS AND PERSONAL DATA FOR TICKETS ORDERED ONLINE</u>

- **5.1** Secure Payments: Bal du Moulin Rouge has entrusted its payment system to a service provider specialising in secure online payments, guaranteeing total confidentiality for the Client's bank details, secured by the SSL protocol, which systematically checks the validity of access rights when Clients pay by debit or credit card and encrypts all exchanges in order to guarantee confidentiality.
- **5.2** Personal Data: By ordering through the intermediary of the Bal du Moulin Rouge website, the Client consents to Bal du Moulin Rouge using the personal data concerning him as necessary for correct processing of orders.

Bal du Moulin Rouge undertakes only to use this data for providing information and commercial offers connected to Bal du Moulin Rouge products and not to disclose it to third parties except at the request of any judicial or administrative authority authorised by the law which wishes to obtain such information.

All such information shall be treated with care and discretion, and the processing of personal data is carried out in accordance with the national and European laws in force and notably the Regulation (EU) 2016/679 of the General Data Protection Regulation (hereinafter "GDPR") and is provided in accordance with the terms described in the **Privacy Policy**.

In accordance with the applicable law, the Client has the right at all times to access, correct and delete the data concerning him, as described in the **Privacy Policy**.

To exercise this right and obtain the information, the Client is simply required to make such a request to Bal du Moulin Rouge.

So that Bal du Moulin Rouge can meet the Client's request, said Client must provide the information necessary to identify him (full name, address and email address) by email to the following address: information@moulinrouge.fr or by post to the following address: Bal du Moulin Rouge, Ticket Office, 82, boulevard de Clichy – 75018 Paris.

DISCLAIMER: the time required to process client requests will necessarily be longer if said request is made by post due to physical and technical limitations.

Article 6 - TICKET/E-TICKET

- **6.1** Each ticket, whether an e-ticket or not, has a barcode unique to the ticket, presentation of which allows a single entry for one Client to the Bal du Moulin Rouge venue only for the service for which it has been issued. Only the first presentation of the ticket will give access to the Bal du Moulin Rouge venue. Any subsequent presentation of the same ticket or a copy will be automatically refused when the barcode is read.
- **6.2** The Client is responsible for the storage and use of his ticket. The ticket cannot be replaced if lost, stolen or destroyed.
- **6.3** The Client is responsible for printing the e-ticket, and the printout must be of good quality. Any e-ticket that is poorly printed, soiled, damaged or illegible shall not be accepted and shall in fact be considered to be invalid, not allowing entry to the Bal du Moulin Rouge venue.
- **6.4** Reselling tickets, whether e-tickets or not, is prohibited under the conditions of the Law dated 27 June 1919 banning the touting of theatre tickets. The ticket, whether an e-ticket or not, may not be reproduced in any form whatsoever.
- **6.5** E-tickets are personal and non-transferable; an official identity document with photograph may be requested on entry to the Bal du Moulin Rouge to identify the Client (the Client's name is stated on the e-ticket).

Article 7 – INTERNAL REGULATIONS OF BAL DU MOULIN ROUGE

7.1- Bal du Moulin Rouge shall do its utmost to offer the Client a Service in accordance with his expectations. The order, arrangement or distribution of the Show shall be at Bal du Moulin Rouge's discretion and no complaint may be made if the schedule or distribution is modified.

Interruption to the Show for more than half of its duration may not give rise to any refund or complaint of any kind.

- **7.2** Where included in the Service chosen by the Client, dinner and/or drinks shall be served before the start of the Show. In order not to disturb the smooth running of the Show, the dinner table service shall be suspended and the bar closed during the Show.
- **7.3** Minors are accepted at Bal du Moulin Rouge from the age of six years.

Having regard to the legal provisions concerning protection of minors, no alcoholic drink may be ordered by a minor and Bal du Moulin Rouge reserves the right to ask for an identity document to verify the age of any person wishing to order alcohol.

- **7.4** Appropriate clothing (no flip-flops, shorts, Bermuda shorts, or sports clothing/footwear and no sleeveless tops for men) and respectful behaviour towards Bal du Moulin Rouge employees and performers are required. Bal du Moulin Rouge reserves the right to refuse entry or to eject any Client who disturbs the smooth running of the Show, without refund or compensation.
- **7.5** For security reasons, on entry to Bal du Moulin Rouge Clients may be required to undergo a security search and/or visual inspection of hand luggage by authorised agents. The backpacks, suitcases and other voluminous luggage except small handbags will not be accepted neither inside the theatre or in the cloakroom. Any person not complying with this measure will be refused entry to the Moulin Rouge.
- **7.6** Animals are not accepted into the Bal du Moulin Rouge establishment, except for guide dogs in accordance with the regulations in force.
- **7.7-** Photographing, filming or recording part or all of the Bal du Moulin Rouge venue and the Show is strictly prohibited. Any breach of this prohibition shall be penalised by confiscation of the device until the end of the Service or ejection of the Client, without refund or compensation, and he may also be liable to legal action.
- **7.8** Mobile telephones must be turned off during the Show.
- **7.9** Reproducing the texts, logos, images or any other element shown on the Bal du Moulin Rouge website, on the ticket, on the emails sent by Bal du Moulin Rouge or on any document issued by Bal du Moulin Rouge is also prohibited.
- **7.10-** Bal du Moulin Rouge does not assume any liability for any damage to items brought by the Client and not deposited in the locations provided for this purpose.
- 7.11- Bal du Moulin Rouge is entirely non-smoking.
- **7.12** If an audiovisual recording is made of the Show, the Client shall be informed that his image may be shown therein.

Article 8 - APPLICABLE LAW / MEDIATION / COMPETENT COURTS

The present General Conditions of Sale are subject to French law.

Without prejudice to the mandatory provisions applicable under the law of the country of the Client to the European union Regulations or International conventions and the use of a mediation procedure in the terms of these present conditions, any dispute between the Parties, of whatever nature will be submitted to the exclusive competence of the French jurisdictions.

In any case, the Parties will intend to find an amicable solution to their dispute, prior to come before the competent court.

The Client may have the possibility, before any legal action, to look for an amicable solution, notably with the mediation procedure as provided by the present article, the need to the help of a consumer association or any other council of its choice.

In case of dispute, the Client can reach, in priority, to the Ticket Office of the Seller at the following number +33(0)1.53.09.82.82 (no over-rate number from a landline in metropolitan France), from Monday to Friday except on bank holidays or day off, from 9AM to 5PM, or by email at information@moulinrouge.fr or by post to Bal du Moulin Rouge, Ticket Office, 82 boulevard de Clichy, 75018 Paris.

In the event of a complaint failure from the Ticket Office of the Seller or in the absence of response of this service for two months, the Client can refer the dispute related to its order or to the present GTCS opposing him to the Seller at a mediator who will try, with complete independence and impartiality, to gather the Parties in order to conclude to an amicable solution.

In this case, the Client could contact the referenced mediator on the website of the consumer mediation on the portal of the Ministry of the Economy and Finance www.economie.gouv.fr/mediation-conso, section "see the mediators' list" for the sector "Theaters, shows, museum", namely http://www.mtv.travel/index.php?page=Accueil.

It is reminded that the dispute could not be considered by the consumer mediator when:

- 1° The consumer cannot prove that he has intended, beforehand, to solve his dispute beside to the professional with a written complaint in the terms of the contract, where appropriate;
- 2° The request is obviously unfounded and excessive;
- 3° The dispute has been previously considered or is under consideration by a mediator or by a court;
- 4° The consumer made his request to the mediator within a time frame that extends beyond one year from the date of the written complaint beside the professional;
- 5° The dispute is not within his field of expertise.

The consumer is informed by the mediator, within three weeks from the date of receipt of his issue, of the rejection of his request of mediation.

To submit his request of mediation, the Client has a complaint form available on the website of the mediator.

The Parties to the contract remain free to accept or decline the mediation procedure along with, in case of a mediation procedure, accept or decline the solution provide by the mediator.