

## **GENERAL CONDITIONS OF SALE**

### **WEEZEVENT / Marseille Jazz des cinq continents**

#### **ONLINE TICKETING AND REGISTRATION SYSTEM**

You are using the Online Ticketing and Registration System of the company WEEZEVENT (hereafter "WEEZEVENT ") which offers you the possibility to acquire access tickets (hereafter the " Tickets ") for the Events organized by the Association Festival International de Jazz de Marseille des cinq continents (hereafter the " Organizer ").

It is specified that WEEZEVENT is a specialized website that offers you the possibility of purchasing Tickets for Events organized by the Festival International de Jazz de Marseille des cinq continents. WEEZEVENT is only a simple intermediary acting under a contract, that is to say that WEEZEVENT acts in its own name but on behalf of the organizers.

Consequently, WEEZEVENT only acts at the stage of the commercialization of the Tickets without intervening in any way whatsoever in the organization of the show or the Event itself.

The Festival International de Jazz de Marseille des cinq continents remains fully responsible for the organization of the Events. The reservations are made in real time on the WEEZEVENT servers according to the data of the Event's parameters provided by the Organizer.

In this context, you are informed in real time of the availability of Tickets.

#### **TICKET PRICES**

The prices of the Tickets are indicated with the currency and inclusive of all taxes, including rental fees and, if applicable, management fees.

For certain events, at the request of the Festival, you will receive countermarks instead of Tickets: in this case, the Tickets must be collected, in exchange for the countermarks, at the festival entrance, 60 minutes before the start of the Event.

All orders, regardless of their origin, are only payable in the currency indicated during the ordering process.

A Ticket cannot be returned, exchanged or refunded, even in the event of loss or theft. A Ticket can only be reimbursed in case of cancellation of the Event and by decision of the Organizer.

WEEZEVENT reserves the right to modify its prices at any time, but the products will be billed on the basis of the prices in effect at the time of the order.

#### **AVAILABILITY AND SEATING PLAN**

You are informed, in real time, when you place your order, of the availability of the desired Tickets.

In the event that all or part of the Tickets in the desired category are unavailable, WEEZEVENT will let you know and you will be able to purchase Tickets in another category, subject to their availability.

If the number of Tickets that you request is greater than the number of Tickets available in the chosen category or in another proposed category, it is possible that WEEZEVENT will assign you non-contiguous seats.

In any case, you will be able to verify the adequacy of the order with your wishes at the time of the validation of the order.

WEEZEVENT can provide you, during the reservation process, with a floor plan, when it has been provided to WEEZEVENT by the Organizer and the seats are numbered. This location of the seats has no contractual value and is only provided as an indication.

### **PAYMENTS**

For orders of paid Tickets, you must make your payments by credit card directly on the WEEZEVENT Sites. WEEZEVENT accepts credit card payments from the CARTE BLEUE / VISA and EUROCARD / MASTERCARD networks as well as other possible networks mentioned during the payment stage.

Your bank account will be debited for the amount of the order, as soon as the transaction is validated in the case of a secure CB payment, except in the case where you are on deferred payment, in which case the debit will be effective on your bank account at the end of the month.

A proof of order and an invoice will be automatically sent to you by e-mail as soon as the payment has been recorded.

In order to be valid, the Ticket must not have been the subject of a stop payment or an unpaid credit card used for the order, in which case the bar code will be deactivated: you will then not be able to access the Event.

### **SECURING PAYMENTS**

WEEZEVENT uses all the technologies that are reasonably admissible in order to give its online payment system the greatest reliability. The confidentiality of banking information is guaranteed and secured by the SSL protocol that systematically controls the validity of access rights during payment by credit card and encrypts all exchanges.

For said payments, WEEZEVENT uses the CIC bank payment solution.

### **ELECTRONIC TICKET**

Upon confirmation of your order, you will receive an e-mail containing the digital Ticket (in the body of the message or as an attachment) to be printed at home on A4 paper.

Each coded Ticket has a unique barcode that allows you to access the Event. Only one person can access the Event with a Ticket. Therefore, if a valid Ticket is lost, stolen or duplicated, only the first person holding the Ticket will be able to access the Event. You remain responsible for the use of your Ticket.

### **PRINTING REQUIREMENTS AND VALIDITY OF TICKET**

This Ticket is only valid if printed on blank white A4 paper, front and back. The printing format must not have been altered, the printing must be of good quality and all the information contained on the Ticket must be legible. Printing may be done in black and white or in color.

Partially printed, soiled, damaged or illegible Tickets will not be accepted and will be considered invalid. The Organizer also accepts other means of presenting the Ticket: cell phone, tablet, etc.

### **USE AND VALIDITY OF THE TICKET**

The Ticket is neither exchangeable nor refundable.

It is personal and non-transferable, unless expressly authorized by the Organizer. It is possible that the Organizer did not wish to make each of the Tickets nominative, in which case they will only bear the same identity, namely that of the purchaser as indicated at the time of ordering. In any case, the Ticket cannot be sold for a face value greater than the one indicated on the Ticket. WEEZEVENT and the

Festival International de Jazz de Marseille des cinq continents reserve the right to take legal action against Buyers who offer Tickets for sale at a price higher than their face value.

The Festival International de Jazz de Marseille des cinq continents declines all responsibility: for any anomalies that may occur during the ordering, processing or printing of the print-at-home ticket, insofar as it has not caused them intentionally or through negligence.

The Ticket is only valid for the specific location, session, date and time of the Event. After the start time, access to the Event is no longer guaranteed: in this case, you will not be entitled to any refund. You are advised to arrive before the start of the Event, at least 30 minutes in advance. Some of the times indicated by the Organizer may be strict deadlines without tolerance for late entry.

#### **TICKET CONTROL AND ACCESS TO THE EVENT**

The Festival International de Jazz de Marseille des cinq continents is responsible for controlling Tickets unless it has delegated this task to a third party. It is the unique bar code and the Ticket identifier, if applicable, that will make it possible to check the validity of each Ticket.

In the case of registered Tickets, the Organizer will always have the possibility to check your identity at the entrance of the venue where the Event takes place. You will therefore need to carry a valid official form of identification with a photo if you wish to enter the Event.

The Festival International de Jazz de Marseille des cinq continents may, when setting up the Event, indicate any other proof of identity to be presented at the entrance of the venue where the Event is taking place. Children under the age of 12, accompanied by a parent, are exempt from payment but must be able to prove their age (family record book, official photo ID).

You must keep your Ticket or the standard 2-piece Ticket that may have been given to you when you entered the Event by the Festival International de Jazz de Marseille des cinq continents for the entire duration of the Event.

It is reminded that the Festival International de Jazz de Marseille des cinq continents is not obliged to check the identity of the person in possession of the Print at Home Ticket, nor to check the authenticity of the Print at Home Ticket insofar as the copy of the Print at Home Ticket cannot be detected with certainty. You are responsible for the safekeeping of your Ticket and may be denied access to the Event even if your name appears on the Ticket.

#### **FRAUD**

It is strictly forbidden to reproduce, duplicate or counterfeit a Ticket in any way. The person who has reproduced the Ticket and the user of the copy of the Ticket are liable to prosecution. In case of loss or theft, WEEZEVENT and the Festival International de Jazz de Marseille des cinq continents decline all responsibility in case of illicit use of the Ticket.

#### **WITHDRAWAL PERIOD, CANCELLATION AND REFUND**

In accordance with Article L 121-20-4 of the French Consumer Code, Tickets are not subject to a right of withdrawal. All orders are firm and final. You will be informed of any cancellation of the Event, its postponement or substantial modification by the Festival International de Jazz de Marseille des cinq continents.

Only the buyer who placed the order on the WEEZEVENT website and whose name appears on the Ticket will be reimbursed.

Your reimbursement will only be done by WEEZEVENT and on behalf of the Festival International de Jazz de Marseille des cinq continents if WEEZEVENT is in possession of sums due to the Organizer. The reimbursement will only be possible :

- If the Festival International de Jazz de Marseille des cinq continents has voluntarily requested the reimbursement of the buyers,
- Or if the Festival International de Jazz de Marseille des cinq continents has accepted the purchasers' request for a refund.

By buying a Ticket on the WEEZEVENT website, you expressly accept to renounce any recourse against WEEZEVENT and the Festival International de Jazz de Marseille des cinq continents for reimbursement. WEEZEVENT will however do everything possible to allow you to be reimbursed by the Organizer.

It is reminded that any decision to cancel, postpone, or modify an Event is the responsibility of the Festival International de Jazz de Marseille des cinq continents and that WEEZEVENT cannot substitute itself for the latter.

In case of cancellation of an Event, the rental fees will, in any case, be kept by WEEZEVENT. In these cases, only the price of the Ticket will be reimbursed. If the Event must be interrupted beyond half of its duration, if the Organizer has to modify the programs, the distribution or the schedules, this Ticket will not be exchanged or reimbursed. Refunds will only be made to the original purchaser. In all cases, no fees of any kind will be refunded or compensated.

#### **BEHAVIOR DURING THE EVENT**

You will have to respect the instructions of the Festival International de Jazz de Marseille des cinq continents when you are on the site of the Event. You agree to respect the rules of good conduct set by the Organizer.

Except in special circumstances, it is forbidden to photograph, film or record during the Event.

#### **LIABILITY - APPLICABLE LAW**

In accordance with the law n°2004-575 of June 21st 2004, article L 121-20-3 of the consumer code, WEEZEVENT is responsible for the good execution of the obligations resulting from the contract concluded at a distance. As such, WEEZEVENT is responsible to you for the proper transmission of the Ticket and if necessary the proper execution of the payment.

However, WEEZEVENT cannot be held responsible for the good progress of the Event and the good execution of the obligations of the Organizer concerning the respect of the rules of hygiene and security.

WEEZEVENT only acts on behalf of the Organizer, in the context of the marketing of Tickets.

The sales of Tickets referred to in the present document are subject to French law.

In the event of disputes, the French courts shall have exclusive jurisdiction.

In general, the Events take place under the sole responsibility of the Festival International de Jazz de Marseille des cinq continents. WEEZEVENT cannot be held responsible for reasons that do not fall under its competence, namely

- The cancellation of the Event,
- The modification of the Event by the Organizer,
- Postponement of the Event,
- And in general, any incident that may occur during the Event.

## **PERSONAL DATA**

The personal data that you provide us with are only used to complete the transaction. This information also enables us to send you the Ticket(s) you have ordered and possibly to contact you, insofar as possible, in the event of cancellation or modification of the date, time or place of an event for which you have registered.

You have the right to access and rectify your personal data at any time (art. 34 of the French law "Informatique et Liberté" of January 6th 1978). All you have to do is send a request by mail to : WEEZEVENT - 164 rue Ambroise Croizat, Immeuble Le Vérone - 8ème étage, 93200 Saint Denis.

The website [www.WEEZEVENT.com](http://www.WEEZEVENT.com) is registered with the CNIL and has the following registration number : 1291474 (available on the website [www.cnil.fr](http://www.cnil.fr)).

You can also oppose the use of your contact information each time an offer is made to you by WEEZEVENT.

By validating your order, you accept that WEEZEVENT transmits your personal data to the Festival International de Jazz de Marseille des cinq continents. It is reminded that it is the Organizer who informs WEEZEVENT about the data he intends to obtain. Any acceptance of an order therefore implies the transmission of the information provided to the Organizer. In accordance with the legal dispositions, the transmission of data is necessary for the good execution of the contract binding you to the Organizer. As such, WEEZEVENT cannot be held responsible for any use that could be made of this data.

In accordance with the law "Informatique et Libertés", the treatment of your information is the object of a declaration to the Commission Nationale de l'Informatique et des Libertés (CNIL) under the declaration number 1291474. You have a permanent right of access and rectification on all the data concerning you, in accordance with the European texts and the national laws in force (article 34 of the law of January 6, 1978).

All you have to do is send a request by mail to :  
WEEZEVENT - 164 rue Ambroise Croizat, Immeuble Le Vérone - 8th floor, 93200 Saint Denis.

The registration forms for the Marseille Jazz Festival of the Five Continents are essential to your registration and are treated with the utmost confidentiality. We guarantee that none of your data will be transmitted to any third party.

By checking the box "Would you like to receive the Marseille Jazz news" you agree to be registered on our newsletter. Voluntary subscriptions to the newsletter are only used for the promotion of our concerts, in no way will your email addresses be used for any other purpose, nor communicated to third parties. Newsletter subscriptions are kept until they are deleted at your request. Audience statistics are only used for private purposes and remain confidential.

## **WEEZEVENT CUSTOMER SERVICE**

For any information or question, the WEEZEVENT customer service is at your disposal. You will find WEEZEVENT's contact information in the " Contact " section available on the " Home Page " of the website [www.WEEZEVENT.com](http://www.WEEZEVENT.com).

## **CUSTOMER SERVICE OF THE FIVE CONTINENTS MARSEILLE INTERNATIONAL JAZZ FESTIVAL**

For any information or question, our ticketing service is at your disposal.

Telephone : +33(0) 4 95 09 32 57

Mail : Marseille Jazz des cinq continents, 15 rue Beauvau 13001 Marseille

Email : [contact@marseillejazz.com](mailto:contact@marseillejazz.com)

#### **WEEZEVENT'S LEGAL NOTICE**

WEEZEVENT is a company that offers Event Organizers the possibility to create their own ticketing, registration or invitation module online for their Events, from the website [www.WEEZEVENT.com](http://www.WEEZEVENT.com).

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#### **ACCEPTANCE OF THE GENERAL CONDITIONS**

By validating the order, you accept the order as well as the entirety of the present General Conditions of Sale, without reserve. The data recorded by WEEZEVENT is the proof of all the transactions made. You also accept the general conditions of the Organizer that could have been transmitted to you, which complete the present conditions.