

General Terms of Sale

Tickets

Société Sportive Professionnelle Automobile Club de l'Ouest

November 2011

1. DEFINITIONS

The "customer" means the person or entity purchasing tickets from the Vendor, either directly, using the vendor's services, or within the framework of distance selling in which the Customer seeks to make a purchase and acknowledges that they have not been the subject of any canvassing on the part of the Vendor.

The AUTOMOBILE CLUB DE L'OUEST (hereafter referred to as the "ACO") is a non profit-making association (governed by the Law of 1901) registered under n° 775 652 316, and the creator and organiser of the 24 Hours of Le Mans and various other internationally recognised races.

The Société Sportive Professionnelle de l'Automobile Club de l'Ouest (hereafter referred to as the "SSP ACO" or the "Vendor") is in charge of managing the cash flows from the sporting events organised by the Automobile Club de l'Ouest and the sporting associations which are connected to the Automobile Club de l'Ouest.

The "ticket" means the credit voucher giving access to all or part of the enclosures inside which the events are held, as well as to all or part of the sporting event which is organised, it being understood that except where it is expressly stipulated otherwise to the Customer at the time of their purchase, the period of validity of a ticket is limited to a single sporting event, and shall depend upon the service purchased. The term "ticket" can also mean the credit voucher giving the spectators at the sporting events access to all or part of the car parking facilities or reception areas (whether for a payment or free of charge).

The "purchase" means the acquisition by the Customer of one or more Tickets, it being understood that said purchase may be immediate or take the form of an order involving delivery of the tickets to the customer at a later date.

The "sporting event" means the preliminary tests (timed or not, qualifications, etc.) as well as the event itself (race) and, finally, all of the activities, whether or not linked to the event (concerts, fun fair, etc.).

The "enclosures" mean the sporting circuit and buildings which are essential when organising sporting events, as well as the other structures and areas enabling the spectators to attend the events (such as car parking facilities and reception areas) controlled by the organiser.

2. GENERAL CLAUSE

These general terms of sale (hereafter referred to as the "GTS") apply to the commercial relations between the Société Sportive Professionnelle AUTOMOBILE CLUB DE L'OUEST (hereafter referred to as the "SSP ACO") and its customers (hereafter referred to as "customers") wishing to purchase tickets.

The SSP ACO may draw up special terms of sale for each sporting event. Said special terms are set out in the presentation of each event concerned.

In the absence of a written agreement, any allowance or waiver on the part of the SSP ACO in respect of the application of all or part of the clauses contained in the GTS, irrespective of the date, frequency or duration thereof, shall not be considered to constitute a modification hereto, or give rise to or hinder the exercising of any right whatsoever.

These conditions shall be systematically sent to or given to the customer at their request. Moreover, they can be accessed on the ticket sale website.

Any purchase results in express adherence to these general terms of sale without reservation on the part of the customer, as well as to internal regulations of the Le Mans circuits.

3. THE RIGHTS OF THE SSP ACO

The SSP ACO reserves the right to modify the content of its offer at any time without calling into question the general terms of sale.

The SSP ACO reserves the possibility to modify the content of its general terms of sale at any time and without prior notice.

4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

The customer must take good care of the tickets purchased. Aside from where authorised beforehand in exceptional circumstances, the vendor shall not issue any duplicate tickets.

Aside from where resulting from an express waiver, the resale of tickets by the customer is strictly prohibited.

The customer acknowledges that the sole purpose of the tickets is to give them access to the enclosures in which the supporting event is held. Any other use is prohibited. In particular, except where authorised beforehand in writing by the vendor and/or the organiser of the event, any use whatsoever of the tickets for commercial or promotional purposes is prohibited.

The customer shall have to present their ticket at the entrance to the enclosures in order to be authorised to gain entry, and must at all times be able to present it to anybody involved in organising the sporting event. If the customer is unable to produce their ticket, they shall be refused access to the enclosures and may be evicted therefrom. In this regard, the customer is informed that they must comply with the procedure put in place by the organiser for purposes of verifying tickets, both at the entrances and the exits to the enclosures. Said verification may in particular take the form of a systematic scanning of tickets. Any refusal on the part of the customer to submit to the verification procedure thus put in place shall result in them being refused access to the enclosures and/or being evicted therefrom without in any circumstances having the right to claim for any indemnity or refund.

At the entrance to the enclosures, ticket holders accept to submit themselves to security pat-downs, as well as to visual inspections of all bags (such as handbags and rucksacks) and the inside of their vehicles (including the boot), by any police officer and/or official of the organiser of the event approved by the Police Prefecture, and may be asked to show

objects being carried by them. Objects which are prohibited by the Internal Regulations of the Le Mans circuits shall be confiscated by the authorities with competence to do so. The organiser shall in no manner be liable in the event of certain objects being confiscated by said authorities.

The customer's attention is drawn to the fact that when they leave the enclosures, they must obligatorily obtain a pass from the organisers or have their ticket scanned, or obtain any other means of proof put in place by the organiser, to enable them to re-enter the enclosures. In the event of the customer failing to take the precaution of obtaining such proof, they shall be prohibited from entering the enclosure, and shall have no grounds for obtaining any compensation or refund.

5. ORDERS

Orders are placed in either French or English (at the purchaser's choice) and in Euros.

The customer may place orders on the ACO's Internet website (www.lemans.org). The customer may also order tickets through the other means accepted by the SSP ACO, and notably by telephone or post or by going to the official sales outlets. When placing an order, the customer bears the cost of accessing the Internet and using the website, as well as the telephone or postal charges. In no event may the customer demand any indemnification whatsoever linked to any disfunctioning of all or part of said means for placing orders for tickets.

The procedure for placing orders using the Internet comprises the following steps: searching for and choice of the event in respect of which the customer wishes to place an order, verification of the details of the order, the total price therefor and correction of any errors, confirmation of the order, filling in of the customer's coordinates, consultation and acceptance of the general terms of sale, and payment for the order by the customer. An acknowledgement of receipt of the order is issued.

When placing their first order, the customer must create a "customer account" on the website for which purpose they must provide all of the information requested. The customer warrants the information provided by them to be true as of the day of their subscription. The personal data provided by the customer enables the transaction and future transactions to be carried through to a successful conclusion. Moreover, to the extent possible, the personal data enables the Vendor to contact the customer in the event of a cancellation or a change in the date, time or venue of an event for which the customer has purchased tickets. Depending on the amount of the order and the existence of the purchaser's address, the vendor may need to request the customer, by e-mail or by telephone, to provide it with additional information on their identity (identity card) or that of the holder of the bank card used to pay for the order.

In accordance with the provisions of the Civil Code, the customer shall be able to backtrack in the order placing process in order to modify the information provided. The information requested is essential for purposes of processing their order, and shall be transmitted to the SSP ACO. If information is missing, the SSP ACO shall not be able to record the order. The SSP ACO may not be held liable for any data capture errors, or for the consequences of late or erroneous delivery. In such case, the cost of resending the order shall be borne in full by the customer.

In the event of prolonged inactivity when the customer is connected to the web site, it is possible that certain articles selected before said period of inactivity may no longer be guaranteed. In such case, the customer shall be invited to place their order again from the beginning.

In order to be able to validate their order, the customer shall have to acquaint themselves with the general terms of sale and accept same by ticking the box provided for such purpose.

As soon as the order has been validated by the customer (which is synonymous with a final and binding undertaking on their part), they will receive an e-mail of confirmation acknowledging receipt of the order. For such purpose, the customer shall have to provide an actual e-mail address. The acknowledgement of receipt shall state that the order has been taken into account, validated by the SSP ACO, and paid for (subject to validation of the transaction and of payment therefor).

Pursuant to the provisions of the Consumer Code, the SSP ACO reserves the right to refuse any order for legitimate reasons, and in particular in the event of a problem in connection with payment therefor, a foreseeable problem in connection with its delivery, or abnormal orders or orders placed in bad faith and, if need be, to request supporting documents.

When a customer places an order on the Internet website www.lemans.org, they shall have a cooling-off period of 7 (seven) days as from acceptance of the offer of services.

However, it shall not be possible to exercise said right to a cooling-off period in the event of the making available of the tickets having commenced prior to expiry of the period of seven clear days.

6. PRICE AND PAYMENT METHODS

The applicable tariff shall be that in force at the time of the purchase.

The tariff shall be indicated in Euros and take account of the VAT applicable on the date on which the order is placed by the customer. In the event of a change in the rate of the VAT, said change may be passed on as an increase in the ticket price without the customer being informed thereof beforehand.

The ticket price does not include the cost of dispatching the tickets, which shall be done solely by secure post.

Payment may be made in cash on the day of the purchase, using all means of payment accepted by the vendor, without any discount or reduction being granted.

It is specified that bank cards only are accepted for Internet purchases.

Cards issued by the Carte Bleue, Mastercard, Visa network are accepted. Cards issued by the American Express network are accepted except for reservations made using the Internet. The customer provides, either by telephone or on a secure environment on the Internet, the sixteen-figure number and the expiry date shown on the front of their bank card, as well as the numbers making up the visual cryptogram appearing on the back of the bank card.

Where payment is made by bank card, the bank card is debited immediately following final validation of the order. The payment order made using a bank card cannot be cancelled. The bank card shall be debited immediately upon final validation of the order and independently of actual collection of the tickets made available.

The tickets made available shall in any event be paid for even if the customer fails to take possession of them thereafter.

The SSP ACO has entrusted its payment system to OGONE, which is a service provider specialised in securing on-line payments. The SSP ACO guarantees total confidentiality as regards the customer's bank details, rendered secure by the SSL protocol, which systematically verifies the validity of the access rights at the time of payment using a bank card, and encrypts all of the exchanges in order to guarantee said confidentiality.

7. INSURANCE

The tariffs applicable at the time of the purchase do not include any insurance.

The vendor may recommend that insurance covering certain cases of cancellation is taken out.

8. DELIVERY OF THE TICKETS

The tickets can only be delivered once they have actually been paid for. For this reason, the vendor retains full freedom to sell the tickets ordered by the customer to any other person for as long as the customer has not paid the price for the tickets ordered.

The means of delivery of the tickets is linked to the period of time between the reservation date and that of the chosen sporting event.

The purchaser can chose between several methods of obtaining the purchased tickets, such as:

- by having them sent, using a dedicated postal service such as UPS (secured service for the sending of mail), to the address provided at the time of their purchase, same involving additional postal and administration costs fixed by the organiser and indicated at the time the order is placed,
- by picking them up at an official sales outlet, or
- by printing an E-ticket (subject to that option being available) at home.

Each E-ticket has a bar code giving a single spectator access to the event.

The E-ticket is only valid if all of it is printed on plain double-sided white A4 paper in portrait (vertical) format using an inkjet or a laser printer. It is strongly recommended to print it in black and white. No other medium (electronic, PC screen, mobile telephone screen, ...) is accepted. The E-tickets thus printed must be of high quality. Partially printed, dirty, damaged or illegible E-tickets shall not be accepted, and shall automatically be considered as invalid. In the event of bad printing quality, the customer shall have to reprint their E-tickets at their own cost in order to ensure a good quality print-out. The vendor accepts no liability for abnormalities arising when the ticket is printed.

The ticket is personal and cannot be transferred. At the time of the verifications carried out at the entrance to the venue of the event, official and valid identity with a photograph may be requested in order to identify the purchaser of the E-ticket. Said E-ticket is only valid for the venue, sporting event, seat, date and time indicated on it. Said ticket shall not be valid in all other cases. The customer must keep the ticket during the whole time they are present at the venue for the event. In general, all of the rules applicable to tickets indicated in these general terms of sale apply to E-tickets.

The customer acknowledges and accepts the fact that delivery of the tickets ordered by and paid for by them may occur several months after the date of their payment without same enabling the validity of the transaction to be called into question, or giving grounds for any compensation whatsoever, it being understood that said delivery shall occur at the latest before the start of the sporting event concerned by said tickets, or the latter shall be made available to the customer, against proof of purchase and at no additional cost, at the official sales outlets on the day of the event.

9. REFUNDING

Lost or stolen tickets cannot be refunded by the organiser, even against presentation of proof of purchase.

Moreover, in the event of the customer not being able to attend all or part of the sporting event due to personal, medical, technical or any other reason whatsoever, the ticket and/or the E-ticket shall not be the subject of any refund whatsoever by the organiser, even where the customer has presented proof of purchase. Moreover, no refund shall be given in the event of the ticket and/or the E-ticket being damaged, thus making it impossible to scan.

The vendor shall not be able to either take back or exchange any purchased ticket.

In the event of the sporting event being cancelled, or the infrastructures access to which is governed by a credit voucher being unavailable for any reason whatsoever, the principal organiser shall alone be authorised to decide upon any possible refunding and the means of refunding the related tickets. In any event, even if the tickets are refunded, the vendor shall never be obligated to pay any indemnification whatsoever.

Nor shall any refund – even partial – of the ticket be made if the sporting event lasted for over an hour. The customer is informed of and accepts the fact that the organiser of the sporting event is free to modify the duration and programme of the sporting event at any time without same giving the customer any right to obtain a refund – even partial – of their tickets.

In the event of all or part of the services linked to the purchase of the ticket and/or the E-ticket being modified, the organiser shall be solely bound by its chosen solution, i.e. to either replace the ticket and/or the E-ticket with a ticket offering the service initially planned, or to terminate the sales agreement, same resulting in a refunding of the price of the ticket and/or the E-ticket and impossibility for the customer to attend the sporting event in question. No other solution shall be proposed to the customer. The latter shall not be able to claim for any indemnification whatsoever.

10. NON-PAYMENT

In the event of non-payment, outstanding payments or direct debt refusals (aside from where due to a technical incident not attributable to the customer), the SSP ACO shall have the right to refuse to give the tickets to the customer without the need to comply with any formality beforehand. In such a situation, the customer shall therefore no longer be able to claim for any of the rights and services arising by virtue of holding tickets.

The SSP ACO may demand that the customer reimburse all of the bank and ancillary costs incurred by the SSP ACO.

11. TERMINATION OF THE AGREEMENT

In connection with the purchase of tickets giving access inside the circuits, the customer's attention is drawn to the fact that they must abide by the internal regulations of the Le Mans circuits. In the event of failure by the customer to comply therewith, the vendor shall be able to immediately and automatically evict the customer and refuse them access to the circuits during at least the entire duration of the sporting event, without the need to put the customer on formal notice beforehand.

Failure by the customer to comply with their obligations set out in Article 4 hereof shall automatically result in termination of the agreement by the organiser with no prior notice.

The organiser of the sporting event reserves the right to bring legal proceedings against the customer.

Said termination shall not result in any indemnification or refunding on the part of the SSP ACO.

12. FORCE MAJEURE, CANCELLATION OF THE EVENT

In the case of an event of *force majeure*, as same is defined by French case law, the performance by the SSP ACO of all or part of its obligations *vis-à-vis* its customers shall be suspended, delayed or modified.

Within this framework, the customer shall not be able to demand the payment of damages for any non-performance whatsoever in connection with the services offered pursuant to the purchase of a ticket.

The SSP ACO undertakes to inform the customer as soon as possible of the occurrence of an event of *force majeure*.

13. PERSONAL DATA AND CONFIDENTIALITY OF INFORMATION

The data of a personal nature collected within the framework of an on-line subscription is processed automatically by the SSP ACO, and is essential in order to take the customer's requirements into account. It may be transmitted to companies which are partners of the SSP ACO.

The SSP ACO abides by the rules in force in France as regards the confidentiality of the data used, and has filed a declaration with the CNIL (an independent administrative authority protecting privacy and personal data).

The law grants the customer a right of deletion and rectification and, in this regard, they may have data concerning them which has ceased to be pertinent deleted by making a written request to that end to the ACO - Circuit des 24 Heures - 72019 Le Mans Cedex 2 or by sending an e-mail to the organiser's address: ticket@lemans.org (Art. 34 of the Law on Information Technology, Data Files and Civil Liberties of 6 January 1978).

The customer has the possibility to object, at no cost, to said data concerning them being used for canvassing purposes, and in particular for commercial canvassing purposes.

Cookies record certain data which is stored in the memory of the consumers disk. In no event do the cookies contain confidential data such as the name or the bank card number, but enable to store in the memory the articles selected at the time of previous visits to the website.

14. INTELLECTUAL PROPERTY

The customer undertakes to not make any filings of trademarks owned by the ACO on any territory and in any classes whatsoever.

The customer undertakes to not harm the trademarks owned by the ACO in any manner whatsoever, and in particular their value and their reputation and that of the ACO.

The customer is also prohibited from using the ACO's image, including that of the sporting events organised or co-organised by the ACO, for any purposes or aims whatsoever. In particular, the customer shall refrain from producing any product whatsoever (including merely for information purposes) including the trademarks and image of the ACO.

Any person attending events directly or indirectly organised by the SSP ACO consents to and grants to the organiser free of charge the right to use said person's **image and voice** on any medium in relation to the event and/or the promotion of the sporting enclosures and activities of the organiser, such as photographs, broadcasts on television and on giant projection screens, video or sound broadcastings and/or recordings, **during a period of at least 10 years and worldwide.**

The public is moreover informed that for its security, all of the enclosures in which the sporting event is held may be equipped with a video surveillance system under the control of law enforcement officers and likely to be used in the event of criminal proceedings. A right of access is provided in accordance with Article 10V of the Law of 21 January 1995.

15. APPLICABLE LAW AND JURISDICTION

These general terms, as well as the special terms of each services agreement, are in all respects subject to French law in their entirety.

Any disputes relating to these general and special terms, including where there are several defendants or there is an introduction of third parties, shall be submitted to the sole jurisdiction of the court in Le Mans declared competent according to current legislation.

However, the SSP ACO shall be free to elect any court or authority whatsoever, be it within the jurisdiction of the domicile of the customer or the place where they have their assets, or the place where any fact was committed in violation of this agreement due to the customer, for purposes of taking all protective measures, measures to have said violation ceased, or confiscation measures, in any hypothesis of a breach of the terms hereof to the detriment of the SSP ACO.

16. PARTIAL INVALIDITY

In the event of one or more of the stipulations contained in these general terms of sale being considered illegal or null, said nullity shall not lead to nullity of the other provisions of these conditions.