# LIVE VISA TICKET GAME AT THE LOUVRE REGULATION

#### 1. PURPOSE

- 1.1. Visa Europe Limited, a company incorporated under English law with registered office at 1, Sheldon Square, London W2 6TT (Great Britain), registered under number 5139966, (the"Organizer"), is organizing a game entitled "Visa Live Tickets to the Louvre" (the "Game") and represented by Visa France VISA France, located at 83-85 Avenue de la Grande Armée, 75116 Paris.
- 1.2. The Game takes place from May 13, 2024 at 00:01 a.m. to May 25, 2024 at 04:00 a.m., Paris time. Registration for the Game takes place from May 13, 2024 at 00:01 a.m. to May 21, 2024 at 08:00 a.m. It is exclusively accessible through the website <a href="https://sites.weezevent.com/VisaLiveatleLouvre">https://sites.weezevent.com/VisaLiveatleLouvre</a> (the "Site") under the conditions specified in these regulations (the "Regulations").
- **1.3.** Participation in the Game implies the unreserved acceptance of the Rules in its entirety as well as the laws and regulations in force in France. Only a Participant, as defined in Article 3 (Registration and Participation in the Game), who has complied with all the conditions provided for in the Rules may validly participate in the Game and attempt to win the prize described in Article 5 (Batch).

#### 2. GAME ACCESS CONDITIONS

- **2.1.** The Game is free of charge, with no purchase necessary, exclusively open to persons meeting the following cumulative conditions:
  - be an adult natural person at the time of participation in the Game;
  - reside in metropolitan France;
  - have access to the internet; and
  - have a valid email address.

Documents justifying these conditions (including age, identity, place of residence) may be requested for verification purposes.

**2.2.** All persons who have participated in the direct and indirect development of the Game are expressly excluded from participation: permanent or temporary members of the Organiser's staff, its parent company or its affiliated companies as well as persons from their home or family.

#### 3. REGISTRATION AND PARTICIPATION IN THE GAME

- **3.1.** To register and participate in the Game, the Participant must go to the Site and follow the following steps:
  - (i) enter his/her last name, first name and email address in the fields to be completed;
  - (ii) check the box "I confirm that I am 18 years old (aged) over";
  - (iii) check the box "I have read and agree to the rules of the game and the Visa privacy charter" whose terms are available via a link on the Site;
  - (iv) Click on "I participate".

Any participation on free paper or in any other form will not be taken into account.

- **3.2.** The Participant is also invited, at his free and discretionary choice, to agree to receive promotional communications from Visa in connection with Visa's marketing activities and outside of any confirmation of participation in the Game, by ticking the box: "I consent to receive promotional communications from Visa." The Participant may reverse his/her acceptance at any time (for more information, see Article 10 (Protection of Personal Data).
- **3.3.** Participation in the Game is nominative and strictly personal. Any Participant shall not participate in it under any name other than his or her own or on behalf of any third party. It is specified that only one registration per Participant (same first name, same last name, same address) is allowed. Thus, it is strictly forbidden for the same Participant to create multiple profiles via different email addresses.
- **3.4.** The Game takes place from May 13, 2024 at 00:01 a.m. to May 25, 2024 at 04:00 a.m., Paris time. Registration for the Game takes place from May 13, 2024 at 00:01 a.m. to May 21, 2024 at 08:00 a.m. No participation before or after these dates will be taken into account or may be entitled to the benefit of participation in the Game.
- **3.5.** Any registered in compliance with the Rules, in particular pursuant to Article 2 (Term of Access to the Game) and Article 3 (Registration and Participation in the Game) acquires the status of participant in the Game (the "Participant(s)").
- **3.6.** Any Participant whose registration is incomplete; or whose contact details are incorrect; or who does not participate during the duration of the Game; or whose actions are intended to distort the Game, to defraud; or whose registration or participation does not comply with the applicable Rules or regulations, will automatically be excluded from participation in the Game.

#### 4. DESIGNATION OF THE WINNER

**4.1.** The Game will have 1500 winner(s) designated(s) by one draw, among the Participants in the Game (the "Winner"). This draw will take place, under the supervision of Weezevent, located at 10 rue Morice 92210 Clichy, on May 21, 2024.

**4.2.** A list of Subsidiary Winners will be established according to the same terms as described in Article 4.1. The Organizer reserves the right to reassign the Lot to the first subsidiary Winner in the event that the allocation of the Lot to the Winner is null and void according to the conditions provided for in Article 6 (Information of the Winner and Use of the Lot).

#### 5. BATCH

- **5.1.** The following 1500 batches are involved: Tickets for the Live Visa concert at the Louvre (the **"Lot"**). It includes:
  - Two (2) tickets to the concert organized by Visa on May 28, 2024 in the Cour Carrée du Louvre. (the "Concert")
  - Estimated total value: €160 including taxes
- 5.2. The Lot includes all of what is indicated in Article 5.1, to the exclusion of anything else. Thus, the Lot does not include the costs and expenses incurred by the Winner and the accompanying person or persons, which would not be expressly referred to in the Regulations, which are not part of the Lot itself and which will therefore not be reimbursed. In particular, the following are excluded from the Lot:
  - all transportation and other travel costs;
  - all accommodation costs;
  - all food and beverage costs; and
  - any other personal expenses.

#### 6. INFORMATION OF THE WINNER AND USE OF THE PRIZE

The Winner authorizes the Organizer to carry out the necessary checks and verifications to verify that it meets all the conditions necessary for registration and participation in the Game and more generally that it complies with the Rules. In particular, the Organiser is authorised to verify the veracity of the information provided and reserves the right to verify the age of the Winner and his/her Companion (as defined below) by verifying their identity documents when they arrive at the Concert.

Any Winner whose participation in the Game would have been carried out in violation of the Rules, in particular any registration containing incomplete, false, erroneous, illegible or unusable information, or not corresponding to what was declared during the registration and participations during the duration of the Game, any fraud or action intended to distort, will result in the nullity of the Winner's participation which cannot therefore claim to have won and will lose the benefit of the Lot. The Lot will then be considered null and void.

#### 6.1. Winner information

**6.1.1.** The Winner will be contacted by the Organizer or its Service Provider by e-mail to the email address indicated when registering for the Game on the same day of the draw, i.e. May 21, 2024, in order to confirm his Lot (the "**Notification**").

**6.1.2.** For this purpose, the Winner will be invited to connect, within a maximum period of forty-eight (48) hours from receipt of the Notification, to the online platform of the Organizer or its Service Provider (the link of which will be provided in the Notification) in order to (i) confirm its acceptance of the Lot and (ii) register by providing the additional information necessary for the delivery of its Lot (information on the Winner and its Supporter) and in particular the code that would have been communicated to it in the Notification. Once registered, the Winner will receive a confirmation to the email address indicated when registering for the Game.

**6.1.3.** The Winner will finally receive the two (2) tickets forty-eight (48) hours before the date of the Concert. Said tickets will be requested at the entrance of the Concert.

**6.1.4.** If necessary, the Organizer or its Service Provider will make a second attempt to contact the Winner, twenty-four (24 hours) after the Notification, by sending a second email to the address provided at the time of registration for the Game in order to inform the Winner of the Lot he has won.

**6.1.5.** The Lot will be deemed null and void if the Winner has not registered on the online platform of the Organizer or its Service Provider within a maximum period of forty-eight (48) hours from receipt of the Notification.

## 6.2. Use of the Batch

**6.2.1.** Since the Lot is intended for two (2) persons, the Winner may come accompanied by the person of his choice, provided that the accompanying person is an adult natural person (the "Accompanying").

**6.2.2.** The Lot is for the personal use of the Winner and is in no way transferable to third parties.

**6.2.3.** The Winner remains free to use or not use his Lot. In any event, if the Winner decides not to benefit from his Lot or wishes to cancel his participation in the Concert, he cannot under any circumstances request financial compensation or in kind from the Organizer, the Partner or the Service Provider.

The Lot may not give rise, on the part of the Winner, to any dispute of any kind, nor to the delivery of their counter-value in money, nor to their replacement or exchange for any reason whatsoever.

In addition, in the event that the Winner wishes to cancel his participation in the Concert, the latter must go to the online platform of the Organizer or its Service Provider (the link of which will be provided in the Notification) in order to cancel his participation. Any cancellation is final, the Lot thus becoming null and void.

**6.2.4.** The Deceased Lot pursuant to the Regulations will be allocated to the Subsidiary Winner, under the conditions provided for in Article 4 (Designation of the Winner).

# 7. INFORMATION ABOUT THE CONCERT

Date: Tuesday, May 28, 2024

– Hours:

Doors: 6:00 p.m.Show: 7:00 p.m.

- Location: Louvre Museum (Cour Carrée) 75001 Paris (France)
- The Concert will be broadcast live on the Roblox platform
- All Winners and/or their Attendant (the "Spectators") must be prepared to present their ticket and government-issued ID upon entry.
- Tickets will be sent to the Winner's registered email address and cannot be transferred. In addition, tickets can only be scanned once. Any exit is therefore final.
- Any Spectator presenting himself in a state of manifest drunkenness or under influence will be refused entry and/or will be expelled from the Concert. Furthermore, security reserves the right to expel or deny entry to anyone whose behavior is considered offensive or antisocial.
- Bags larger than the A4 format (21 cm x 30 cm) are not allowed. There will be no deposit of bags on site. Bags can be searched at any time by security personnel.
- When checking bags at the entrance to the Concert, security officers will confiscate prohibited items, in particular (this list is not exhaustive):
  - o Alcohol
  - o Animals (including pets)
  - Barbecues
  - o Bicycles, scooters, roller skates, skateboards
  - o Lights
  - o Camera brackets (selfie poles, tripods, etc.)
  - o Canned and glass
  - Refrigerant boxes
  - o Drones
  - o Fireworks, flares and other pyrotechnic products
  - o Food
  - Knives
  - Legal drugs
  - Lighting devices and their supports
  - Liquids
  - Musical instruments
  - Professional recording equipment
  - Protective helmets
  - Smoke bombs
  - Sound systems
  - Aerosol bombs
  - Tables and chairs
  - Canes and walking sticks. However, crutches and rods with tips are allowed for the elderly and people with reduced mobility.
  - Bottles of water
  - Weapons
  - Any other object that may be perceived as a potential danger to the operation of the site and the Concert.

#### 8. RIGHT TO IMAGE

# 8.1. Use of the image during the Concert

- **8.1.1.** The Organizer organizes the Concert by privatizing the Carrée du Louvre court so that this event is accessible only by invitation without it being open to any third party. It will be recorded and distributed by means, on the media and for the duration specified in Article 8.1.3. The Organizer will have freedom in the choice of images, editing and possible cuts. This operation may therefore represent the Spectator in an identifiable manner, which the Winner acknowledges having been informed of.
- **8.1.2.** The Winner undertakes to inform its Operating Manager (as defined below) of its image as well as all information, rights and obligations relating thereto and provided for in the Regulations.
- **8.1.3.** The exploitation of the Spectator's image is defined as the capture, recording, transmission, conservation, dissemination to the public or to any third party and more generally the use by any means of the Spectator's image for commercial or advertising communication purposes by the Organizer, and, in part or in full, in the following forms:
  - live streaming on the Internet (live streaming) and rebroadcast on the online video game platform Roblox: <a href="https://www.roblox.com/visaliveatlelouvre">www.roblox.com/visaliveatlelouvre</a>
  - photographs; and
  - video and/or audio recordings (highlights, real, summary videos, etc.);

on all of the following media (including all their current and future extensions), for the entire world and for the following durations (from the date of the Concert):

- the Roblox video game platform until 31 December 2024;
- the websites of the Organiser (<u>www.visa.com</u> and <u>www.visa.fr</u>) and its partners (www.louvre.fr) until 31 December 2024;
- the official social media pages of the Organizer and its partners (Facebook, Instagram, Tik Tok, Twitter/X, Snapchat, Pinterest, LinkedIn, YouTube, etc.) for a period of five (5) years, tacitly renewable for successive periods of one (1) year; and
- the Organiser's internal communication media for a period of five (5) years tacitly renewable for successive periods of one (1) year;

(the "Exploitation").

# 8.2. Consent of the Spectator to the Exploitation of his image

**8.2.1.** By participating in the Game and accepting the Rules, the Winner declares that he freely and informedly consents to the Exploitation of his image by the Organizer.

- **8.2.2.** In any event, due to the information communicated to the Spectator prior to and during the Concert and the obvious presence of capture processes during the event (cameras, photographers, etc.), the Spectator is fully aware of the potential Exploitation of its image and has the effective means to oppose it as detailed in Article 8.4. Failing to exercise its right of opposition, the Spectator is considered to have given its consent to this Operation.
- **8.2.3.** The Spectator's Image Exploitation Authorization is granted free of charge and without compensation. The Spectator therefore waives the right to claim from the Organizer any remuneration or compensation for the Operation of its image, under the conditions defined by the Rules.
- **8.2.4.** The Spectator waives any right to sue the Organizer due to the Exploitation of its image under the conditions described in these Rules.

# 8.3. Processing of the image in accordance with the protection of personal data

- **8.3.1.** In accordance with the provisions regarding the protection of personal data, in the context of the Exploitation of the Spectator's image, the Organizer acts as controller.
- **8.3.2.** The Organizer processes the Spectator's image on the basis of its consent and under the conditions defined by the Organizer's privacy charter available at the following address: <a href="https://www.visa.fr/legal/privacy-policy.html">https://www.visa.fr/legal/privacy-policy.html</a>.
- **8.3.3.** The Organizer will process the Spectator's image for commercial and advertising communication purposes in connection with the Concert for the duration mentioned in Article 8.1.3. Subsequently, the image will be archived within the Organiser's internal database, in accordance with its legal obligations.
- **8.3.4.** The Spectator is free to exercise at any time the rights related to the processing of its image and in particular the right to request its deletion or to withdraw its consent to the use thereof. The Spectator may exercise these rights in accordance with the terms indicated in the Organiser's privacy charter and Article 10 (Protection of Personal Data) below.

# 8.4. Opposition of the Spectator

In the event that the Spectator wishes to oppose the Exploitation of its image, the Organizer shall make available to the latter various effective means of opposition:

- Prior to the day of the Concert and within a maximum period of 72 hours before the concert, the Spectator may exercise his right of opposition by sending an email to the Organizer at the following address: <u>VisaLiveatleLouvre@weezevent.com</u>.
  - Therefore, the Spectator will be identified by the Organizer as having exercised its right of opposition and will benefit on the day of the Concert, from a distinctive element ensuring the absence of Exploitation of its image.
- On the day of the Concert, the Spectator may exercise his right of opposition according to the terms indicated on the invitation, on the Concert program and on the various media and posters present on the event site. A team of the Organizer will be on site to give the Spectator in question the distinctive element ensuring the absence of Exploitation of his image.

After the Concert, the Spectator may, under the rights conferred by the regulations on the protection of personal data, withdraw its consent to the use of its image and/or request the deletion of the images processed by the Organizer by contacting the following address: VisaLiveatleLouvre@weezevent.com (for more information on the exercise of rights, refer to Article 10 (Protection of Personal Data)).

#### 9. LIABILITY

- **9.1.** Any Participant waives the right to take action against the Organizer due to any harmful consequences related to participation in the Game or use of the Lot and resulting from a case of Force Majeure, the Participant or a third party outside the Game or Lot.
- **9.2.** Any Spectator waives the right to take action against the Organizer due to any use of its image by any third party that is not due to the Organizer or any resumption of authorized use of the Spectator's image by a third party without the Organizer's permission.
- **9.3.** The Organiser cannot be held liable if, for a case of force majeure, as determined by law, including, where applicable, related to safety rules or health rules relating, in particular, to access to certain public establishments due to the COVID-19 pandemic ("**Force Majeure**"), the Game should be modified, shortened or cancelled or the Batch not allocated or unusable.
  - In the event of Force Majeure, changes to these Rules may be published during the duration of the Game. In this case, any amendment to the Rules will give rise to an amendment with the office SELARL ACTAY, Commissaire de Justice associés, and will come into force from the date of said filing.
- **9.4.** The Organizer cannot be held responsible for any malfunctions related to the Internet network itself or related to any intrusion, attempted intrusion or fraud that has resulted in failures in the administration, security, fairness, integrity or management of the Game. In particular, the Organizer cannot be declared liable for any errors, omissions, interruptions, deletion, loss of any email and more generally, the loss of any data as a result.
  - The Organizer cannot be held responsible for the congestion of the Internet network, the quality of the equipment of Internet users or the quality of their mode of access that could have repercussions on the time of delivery of the responses or on the connection time necessary for participation. Thus, the Organiser cannot be held liable if the electronic registration forms are not registered, are incomplete or impossible to verify, apart from any malfunction attributable to it.
- **9.5.** The Organizer may cancel all or part of the Game if it appears that frauds have occurred in any form whatsoever, in particular electronically as part of the participation in the Game or the determination of the Winner. In this case, it reserves the right not to assign the Lot to fraudsters and/or to prosecute before the competent courts the perpetrators of these frauds.
- **9.6.** By participating in this Game, each Participant accepts and undertakes to bear alone any damage or loss caused or suffered as a result of his participation in this Game or as a result of the possession of the Lot and its use, except in the cases provided for by applicable law or by these Rules.

#### 10. PROTECTION OF PERSONAL DATA

- **10.1.** The personal data collected from the Participants in the context of the Game are processed by the Organizer, responsible for the processing, for the purposes of taking into account, the processing of their participation and the proper administration of the Game as well as in the context of the Exploitation of the Spectator's image under the conditions specified in Article 8 (Right to Image).
- **10.2.** This data is collected exclusively from Participants. The Organizer undertakes to preserve the confidentiality of the personal data transmitted by the Participants as part of the Game.
- **10.3.** The recipients of this data are the authorized services of the Organizer, including its affiliates, subcontractors and the Service Provider. The Game is managed by the company Weezevent (the "Service Provider") to which the Organizer communicates the contact details of the Participants only for the stated purposes and which is prohibited from any commercial action, of any nature whatsoever, vis-à-vis the Participants.
- **10.4.** The Organiser processes the personal data of the Participants on the basis of the performance of a contract (as provided for by the Game Rules), on the basis of consent with regard to the Exploitation of the Spectator's image and under the conditions defined by the Organiser's confidentiality charter available at the following address: <a href="https://www.visa.fr/legal/privacy-policy.html">https://www.visa.fr/legal/privacy-policy.html</a>.
- **10.5.** Participants have the right to exercise their data privacy rights at any time, for example (without limitation) to object to the processing of their data and to access their personal data.
  - To exercise your rights with regard to your image and the footage filmed during the Game, please contact: <u>visaLiveatleLouvre@weezevent.com</u> indicating the references that will identify you.
  - To exercise your right regarding Visa's commercial communications to which you have subscribed, please submit your request to Visa's privacy portal, accessible from the Organiser's privacy charter at the following address: <a href="https://www.visa.fr/legal/privacy-policy.html">https://www.visa.fr/legal/privacy-policy.html</a> or send your request by mail to Visa Europe Limited, 1 Sheldon Square, London W26TT, United Kingdom,
- **10.6.** The data collected is mandatory to participate in the Game. Therefore, persons who exercise this right to delete data about them before the end of the Game de facto waive their participation.
- **10.7.** If you consider, after contacting us, that your rights to your data are not respected, you can lodge a complaint with the National Commission of Informatics and Freedoms (CNIL).
  - To learn more about the processing of your personal data by the Organiser and the individual rights of the Participants, you can consult the Organiser's privacy charter available at the following address <a href="https://www.visa.fr/legal/privacy-policy.html">https://www.visa.fr/legal/privacy-policy.html</a>

By participating, Participants agree to the Organiser's privacy charter.

If you believe, after contacting us, that your rights to your data are not respected, you can lodge a complaint with the National Commission of Informatics and Liberties (CNIL).

# 11. FILING OF THE REGULATION, ACCEPTANCE AND DISPUTE

# 11.1. Filing of the Regulation

**11.1.1.** The Regulations are filed in the study of:

# **SELARL ACTAY Maître Carolle Yana Commissaire de Justice associés**

5, city of Phalsbourg 75011 Paris, France Tel: 01 42 72 14 08

Email: info@actay.fr

**11.1.2.** The Rules are available, available free of charge and printable at any time on the Site or upon written request from:

# **Visa Europe Limited**

Visa Live at the Louvre Marketing Service 83-85 avenue de la Grande Armée 75116 Paris

The stamp of the request for payment may be refunded on simple written request, on the basis of the slow rate in force, necessarily accompanied by the Participant's last name, first name and address, the title of the Game, and by attaching a Bank Identity Statement (or RIP, or RICE).

# 11.2. Acceptance of the Rules and Dispute

Participation in the Game and in particular the validation of the participation form implies on the part of the Participants the unreserved acceptance of the Rules and the principle of the Game. Any contravenor to one or more of the Rules will be deprived of the opportunity to participate in the Game, but also of the benefit of the Lot that he could possibly have won.

### 12. APPLICABLE LAW AND JURISDICTION

The Game and the Rules are subject to French laws and regulations and to the competent courts under the law. Participants are invited, in the event of a dispute or dispute relating to the interpretation or application of the Rules, to contact the Organizer as soon as possible.