

GENERAL TERMS AND CONDITIONS

I SUBJECT

The purpose of this agreement is to define the conditions under which any person (the "Client") will benefit from Le Grand Cuisine (the "Promoter") to participate in a meal at the chosen restaurant (the "Restaurant") as part of the event The Gelinaz! Shuffle Stay In Tour Silent Voices (the "Event") on August 29th, 2021 (the "Service").

THE FIRM AND DEFINITIVE SUBSCRIPTION OF THE SERVICE BY THE CLIENT IMPLIES THE UNRESERVED ACCEPTANCE OF THESE TERMS AND CONDITIONS (THE "GENERAL TERMS AND CONDITIONS"), OF WHICH THE CLIENT CONFIRMS HAVING FULL KNOWLEDGE.

The parties agree that their relationship will be exclusively governed by these General Terms and Conditions.

The Promoter reserves the right to adapt, modify or update the General Terms and Conditions at any time, in its sole discretion.

The General Terms and Conditions can be consulted and downloaded on the website <https://gelinaz.com/> (the "Website").

II CONDITIONS OF THE SERVICE

2.1. Purpose of the Service

The Service is an event-driven service, marketed by the Promoter, consisting in the organization of a meal under the conditions provided for in Article 2.2 below.

2.2. Services provided

The Service consists in offering access to a Restaurant and the benefit from a meal consisting of a unique menu in the Restaurant. The number of dishes and ingredients composing this menu is defined by each

Restaurant. The menu does include drinks.

III ORDER OF THE SERVICE

3.1. Purchase of the Ticket

The purchase of a ticket (the "Ticket" or the "Tickets") by the Client from the authorized ticket agent (the "Ticket Agent") entitles the Client or any person for whom the Client purchases a Ticket for to benefit from the Service (the "Participant" or "Participants").

According to the Restaurant, and as described in the Ticket Agent's website, the purchase of the Ticket will also enable the Client to book a table.

In no circumstances the purchase of the Ticket will guarantee a specific seat at the Restaurant. It is possible that Participants may share their table with other people.

Only Participants holding a valid Ticket will be admitted to the Restaurant. The Participant's Ticket may be invalidated if any part of it is removed, altered or defaced.

The Ticket is subject to the General Terms and Conditions and the purchase of a Ticket constitutes acceptance of the General Terms and Conditions.

Upon purchase, please check the Ticket carefully, as errors cannot always be rectified following purchase.

3.2. General information

Tickets are personal revocable licenses and shall always remain the property of the Promoter and subject to the General Terms and Conditions.

Participants must be at least eighteen (18) years of age, or the legal age of majority where the Service will be provided, to benefit from the Service.

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3.3. Price

The price indicated in the Ticket Agent's website is firm and non-negotiable. It is indicated in Euros (€) and is expressed inclusive of all taxes (the "Price").

The Price does not include alcohol or non-alcohol drinks, and these items may be purchased directly at the venue. The price includes Restaurant service.

The Client will keep at his own expense any telecommunication costs.

3.4. Responsibilities of the Promoter

The Promoter shall not be responsible for any Ticket that is lost, stolen or destroyed. The Client is the solely responsible for the safety of the Ticket.

3.5. Duplicate tickets

It is not always possible to issue duplicate Tickets. If duplicate Tickets are issued, a reasonable and appropriate administration fee may be charged.

3.6. Restriction of number of tickets

Tickets may be restricted to a maximum number per person, per credit card or per household. These restrictions will be notified to the Client by the Ticket Agent before the Client make his purchase. The Promoter reserves the right to cancel Tickets purchased in excess of this number without prior notification to the Client of such cancellation.

3.7. Re-sell and transfer of Tickets

The Client may not re-sell or transfer a Ticket for commercial gain. If a Ticket is re-sold, transferred or advertised for profit, commercial gain or used for competitions, promotions or hospitality packages by anyone other than Promoter or an authorized sub-

agent, it will be void and the Client will have his entry to the Event refused or will be ejected from the Event without refund.

The Promoter reserves the right to cancel any Ticket which it reasonable believes to have been purchased to re-sell or if the Ticket has been purchased using fraudulent means, including but not limited to credit card fraud.

IV RIGHT OF WITHDRAWAL

As the Service constitutes a supply of catering services provided on a specified date, in accordance with the provisions of Article L.221-28 12° and Article L.121-20-4 of the French Consumer Code, the provisions of Article L.221-18 of the same Code relating to the consumer's right of withdrawal are not applicable.

V REFUNDS

Tickets are not refundable unless otherwise provided under the General Terms and Conditions.

The Client may not be entitled to obtain a refund if the Client fails to follow the instructions provided herein.

Refunds shall only be made to the Client.

Tickets will not be refunded if they have already been used to gain entry to the Event, or if the Client is able to choose to attend a postponed Event.

VI INTELLECTUAL PROPERTY

Purchase or possession of a Ticket does not confer the Participants any rights (by implication or otherwise) to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or any other intellectual property appearing on the Ticket.

Participants are informed that, as part of the Service, they may be photographed and/or filmed

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by the Promoter, the Restaurant and/or any partners of the Promoter and/or any media. The Participants therefore authorize, by accepting these General Terms and Conditions, the Promoter, the Restaurant and/or any partners of the Promoter and/or any media to publish the photographs and distribute the videos produced during the Service, on all media that may be used by them, in particular, but not exclusively, their websites and social networks.

VII CANCELAN AND ALTERATION OF THE EVENT

7.1. General information

In the event of a cancellation, postponement or Material Alteration (as defined below) of the Event, the Client will be entitled to a refund in accordance with the General Terms and Conditions.

Personal arrangements, including but not limited to, travel, subsistence and accommodation in relation to the Event which have been arranged by the Participant are made at his own risk and neither the authorized Ticket Agent, the Promoter or the Restaurant will have any liability for any such loss of enjoyment or wasted expenditure.

A “**Material Alteration**” is a change which in our reasonable opinion makes the Event materially different to the Event which purchasers of the Ticket could reasonably expect.

If the Event is cancelled entirely, the Promoter shall refund the price of the Ticket to its nominal value.

If part of the Event is cancelled, the Promoter may refund part or all the purchase price of the Ticket in its absolute discretion but shall be under no obligation to do so.

If the cancellation takes place during the Event, at the discretion of the Promoter, the

Promoter may refund part of the purchase price of the Ticket in its absolute discretion.

7.2. Information

It is the Participant’s responsibility to check if the Event has not been cancelled, rescheduled or been subject to a Material Alteration.

Information on such matters will be made available on behalf of the Promoter as soon as reasonably practicable on the Event’s website and/or at the Restaurant’s website.

Participants are aware that the website cannot always be updated immediately and that circumstance giving rise to cancellation, postponement or Material Alterations can sometimes arise at late notice or immediately prior to an Event.

7.3. Weather conditions

This is, at least in part, an outdoor event and performance is subject to the prevailing weather conditions.

If it is deemed unsafe for any scheduled events or activities to take place, the Promoter may reschedule the Event or cancel it in its entirety.

VIII ACCESS TO THE EVENT

The access to the Event is subject to the presentation of a valid photo identification.

Access to the Event is subject to capacity and the Promoter accepts no liability and will not offer any Ticket refunds if the Participant is unable to attend a specific performance due to such venue being at maximum capacity.

The Participant may be required to make a line so please arrive on time to avoid any disappointment.

The Promoter takes in consideration the needs of Participants who are disable and who have other

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access requirements very seriously and actively encourages people of all abilities to attend the Event.

The Participant is invited to contact the Restaurant prior to the purchase of his Ticket regarding his access requirements. If the Participant have not done so, the Promoter cannot guarantee that it will be able to cater to his needs.

IX THE EVENT

9.1. General information

The Promoter and the Restaurant reserves the right to remove Participants from the Restaurant for any reason including (but not limited) to behavior that is likely to cause damage, annoyance, or harm to others, health and safety reasons, if the Event staff believe that the Participant is under the influence of drugs or alcohol, if the Participant fail to produce proof of identity or age or if the Participant refuse to comply with the Promoter's or Restaurant's security searches.

9.2. Obligations of the Participant

The Participant undertake to comply with any and all instructions given to him by the Promoter and/or all Restaurants' staff at the Event.

In particular, the Participant is required to comply with all safety advice, site signage and "no smoking area".

In accordance with Smoke-Free Regulations, the areas of the Event are designated "no smoking" areas.

Normal statutory rules and regulations apply and should be observed at the Event. Failure to do so may result in ejection from the Restaurant.

The Participant shall not be permitted to bring into the Restaurant, display or distribute (whether for free or not) at the Event any sponsorship, promotional or marketing materials. The Participant shall not be permitted to bring food, alcohol or non-alcoholic drink at the Event.

X ALLERGIES AND INTOLERANCES

As the Service consists in a unique menu, the Restaurant cannot take in consideration all Participant's allergies, intolerance and/or food restriction.

Any Participant's allergies, intolerances and/or food restriction should be clearly notified to the Restaurant. A member of the Restaurant staff must also be made aware of these before placing any order.

During the Event, the Restaurant will be able to inform the Participants about the composition of the menu.

The Promoter and the Restaurant do not guarantee in any way that the Participant's menu will be modified in the event of Participant allergies, intolerances and/or food restriction.

Participants with severe allergies or intolerances should be aware that although all due care is taken, there is risk of allergen ingredients still being present.

XI PROTECTION OF PERSONAL DATA

The Client guarantees the accuracy of the data requested on his personal situation.

The Promoter shall process the Client's data in compliance with the provisions of the EU's General Data Protection Regulation 2016/679 (the "GDPR") and to the French Act 78-17 of January 6th, 1978, and solely for all purposes reasonably connected with the operations of the Event and the Promoter and to inform the Client about the latest news from the Promoter and/or to give the Client priority access to offers, goods

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and services related to the activities of the Promoter.

The Client has the right of access, rectification and removal of this data, in accordance with the GDPR regulation and the French Act 78-17 of January 6th, 1978. To exercise this right, the Client shall send a request by email to pat@grand-cuisine.fr or by post to the following address 17 boulevard de la Villette 75010 Paris - France.

The Promoter undertakes to process the request within twenty-one (21) business days.

For all evidentiary purposes, data concerning the Client may be kept and archived confidentially by the Promoter, for a period of time determined by the Promoter on the occasion of the declaration formalities with the “*Commission nationale de l’informatique et des libertés – CNIL*” and limited to the duration provided by Article 2224 of the French Civil Code. The Client accepts and authorizes the Promoter to communicate to third parties any information concerning him, if such communication is reasonably necessary to comply with the laws and regulations in force and/or any judicial or administrative requisition or request, to protect himself or any other person.

The Promoter will not use or disclose the Client personal information other than as set out in these General Terms and Conditions without the Client prior consent.

The Client will be given the opportunity to unsubscribe from such marketing communications when he places his order and the Client can unsubscribe from any email communications, he receives from the Promoter by following the unsubscribe link.

XII TERMINATION

The General Terms and Conditions apply to the Client as soon as he purchases a Ticket and continue in effect until the Event is terminated.

All provisions of the General Terms and Conditions that by their nature should survive termination of the General Terms and Conditions will survive (including, without limitation, all limitation of liability, choices of law and judicial forum, intellectual property and confidentiality protections and licenses).

XIII FORCE MAJEURE

For the purposes of the General Terms and Conditions, “**Force Majeure**” means any cause beyond the Promoter’s control including, without limitation, an act of God, war, insurrection, riot, civil disturbances, acts of terrorism (or the threat thereof), fire, explosion, flood, royal mourning, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defense requirements and/or acts or regulations of national or local governments.

The Promoter shall not be liable to the Client for failure to perform any obligation under these General Terms and Conditions to the extent that the failure is caused by Force Majeure or the act of a third party

The Client agree that the Promoter shall not be liable to him for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with the Event and/or our obligations hereunder including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity, or loss of publicity or loss of reputation, or opportunity to enhance reputation or loss of contract or other economic or consequential loss arising from the performance (or any failure to perform) the General Terms and Conditions.

XIV RISKS AND LIABILITY

The Promoter will not have any liability to the Client whatsoever for loss or expenses incurred in connection with the Event or any cancellation of the Event, including, without limitation, costs of

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any personal travel, accommodation or hospitality arrangements made relating to the Event or the cancellation of the Event.

Neither the Restaurant, nor the Promoter, nor the Ticket Agent shall have any further liability beyond the nominal value of the Ticket purchased.

The Promoter shall not be liable for the acts or omissions of the operators of the Restaurants, for any personal injury suffered at a Restaurant (except in the event of proven gross negligence against him) or any loss, theft or damage to the Participant's property at the Restaurant (except in the event of proven gross negligence against him).

The Client agree that the Promoter, its servants or agents will not be liable for any loss, injury or damage to any person (including the Client and the Participant) or property however caused (including by the Promoter or its servants or agents):

- In any circumstances where there is no breach of a legal duty of care owed by the Promoter or any of its servants or agents;
- In circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury as a result of a breach of a legal duty of care owed by the Promoter, its servants or agents); and/or
- To the extent that any increase in any loss or damage results from the breach by the Client of any of the General Terms and Conditions.

XV MISCELLANEOUS

To the fullest extent permissible in law, the Promoter shall be entitled to assign all and any of its rights and obligations under the General Terms and Conditions, provided that the Client rights are not adversely affected.

15.1. Insurances

The Promoter declines all responsibility for damage of any kind whatsoever, and particularly fire and/or theft, likely to affect the effects, objects and materials brought by the Participants.

15.2. Survival

If any provision of the General Terms and Conditions shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby and shall be enforced to the maximum extent permitted by the applicable law.

15.3. Entire Understanding and Waivers

If the Promoter delays or fails to enforce any of the General Terms and Conditions, it shall not mean that the Promoter has waived its right to do so.

The General Terms and Conditions constitute the entire agreement between the parties in connection with the subject matter of the General Terms and Conditions and supersede any previous terms and conditions, agreement or arrangement between the Client and the Promoter relating to the subject matter of these General Terms and Conditions.

15.4. Independent Contractors

Nothing in the General Terms and Conditions and no action taken by the Client or the Promoter under the General Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between the Client and the Promoter.

15.5. Fraud or fraudulent misrepresentation

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Nothing in the General Terms and Conditions shall purport to exclude liability for fraud or fraudulent misrepresentation.

boulevard de la Villette 75010 Paris - France or by email to the following address: pat@grand-cuisine.fr.

15.6. Customer Service

For any question or complaint solely dedicated to the Service, the Client may contact the Promoter's customer service at pat@grand-cuisine.fr

Prior to and as a condition of either party's filing suit in the competent Court of Paris, the parties shall engage in a direct negotiation in order to find an amiable dispute resolution. The parties shall negotiate in good faith until settlement is reached or an impasse is declared by one of them.

15.7. Violation

Any violation of these General Conditions authorizes the Promoter to refuse to allow, for the future, the Client who committed the violation, to benefit from the services provided by the website, or from any affiliated site under the responsibility of the Promoter, without prejudice to the compensation that may be claimed from the author of the said violation by the Promoter.

15.8. Notifications

Any notification under the General Conditions and/or the Event will be made by registered letter with acknowledgement of receipt to the Client's address as registered on the website of the Ticket Agent and to the Promoter's address as indicated on its website.

XVI APPLICABLE LAW AND JURISDICTION

The General Terms and Conditions shall be interpreted, construed, and governed by the laws of France.

Any disputes that may arise regarding the validity, interpretation, performance or non-performance, interruption or termination of the General Terms and Conditions shall be brought to the competent Court of Paris.

When a problem arises, the Client must first contact the Promoter's customer service by registered letter with acknowledgement of receipt addressed to Le Grand Cuisine 17