

« The French Private Experience » CHALLENGER EVENT – GENERAL CONDITIONS OF SALE FOR TRAVELS - STAYS

The **CHALLENGER EVENT** company, a limited liability company, with a capital of 40 000 euros, with its headquarters located TELEPORT 4 ANTARES BP 90114 FUTUROSCOPE CHASSENEUIL CEDEX – 86961 FUTUROSCOPE CHASSENEUIL, FRANCE, registered under 494 492 853 at the Poitiers trade and companies register

Travel agent license n° IM 086100012

Financial guarantee: APST

Professional liability insurance for travel agencies (article R 212-14 of Tourism Code): MMA, 46 Grand Rue 86140 Lençloître, FRANCE – Agreement n° 129.768.740

Article 1 – General information

1.1. These general terms and conditions of sale apply to any orders related to travel and/or individual or group stays placed at our company, unless prior and explicit written consent is concluded between the parties.

As a consequence, order placement by a Customer means full and unconditional adherence to these general terms and conditions of sale, which prevail over any other Customer document, and particularly over any other terms and conditions of sale, unless prior and explicit written consent is granted by our company.

1.2. Any other document than these general terms and conditions of sale, and particularly catalogues, brochures, leaflets, advertisements, handbooks, is for guidance and information only, and is non contractual.

1.3. These general terms and conditions of sale can be amended at any time, without notice, on the understanding that such amendments will not be applicable to orders placed previously.

Article 2 – Definition

Within the framework of these general terms and conditions of sale, the terms hereafter will be defined as follows:

Our agency: travel agency operated by our company, the company CHALLENGER EVENT, located: TELEPORT 4 ANTARES BP 90114 FUTUROSCOPE CHASSENEUIL CEDEX – 86961 FUTUROSCOPE CHASSENEUIL.

Customer: any natural or legal person placing service order with our company.

Partner: means service providers for our agency, including for transport and accommodation

Service: any service, including transport and accommodation, offered through our company to the customer.

Agreement: the agreement defining the order for services placed by the Customer.

Article 3 – Order placement

3.1. Booking

3.1.1. Our customers can pre-book services:

- directly by our agency offices, located as mentioned in article 2 here above, or in any other place agreed with the customer, e.g. his/her company headquarters;
- By telephone: +33 (0)5 49 49 40 70
- By fax: +33 (0)5 49 49 40 71
- By mail sent to our company's address or by email to the following email address: info@challengerevent.com.

3.1.2. Within 15 days from this pre-booking by the Customer, subject to availability of related partners, a written draft pre-booking (by mail, fax or email).

This written draft pre-booking will mention the service(s) covered by Customer booking and their price conditions.

Within 48 hours from this draft booking, we shall schedule an appointment with the customer in our offices or in any other place agreed with the Customer or remotely, by any appropriate means, so as to settle the agreement.

From pre-booking project notification and up to contract signing, the customer can cancel or amend its booking, without charge. Nevertheless, the amount of the new order placed by the customer after this cancellation or amendment, can be higher than the initial booking project price.

3.2. Confirmation

Settling the order agreement means full and final order of services by the Customer. This agreement sets services the order refers to, as well as conditions and details of performance.

3.3. Withdrawal of travel documentation

Travel documentation issued within the framework of services ordered will be handed over to the Customer as per conditions set in the order agreement.

As per these conditions, documents can be personally handed over by one of our employees at the place of departure, or transport documents can be withdrawn in our offices.

Article 4 – Detail of services

Our company can organize travel tours tailored to the specific needs of its customers, through partner service providers, e.g. for transport and accommodation.

This article aims at detailing these services.

It is understood that these details are not exhaustive and does not replace specific terms and conditions of partners. Furthermore, it cannot be considered as a commitment or liability from our company.

4.1. Transport

4.1.1. Railway transport services

Railway transport services are exclusively supplied by the rail carrier under its sole responsibility. Transport performance conditions shall be governed by specific conditions of the rail carrier. The Customer retains responsibility for observing the rail carrier instructions. In particular, it should be noted that railway tickets must be stamped before getting on the train and that during the journey, Customers shall be able to show their proof of discount if any.

4.1.2. Air transport services

a) As per decree n° 2006-315 dated March 17th, 2006, the Customer is informed of the identity of carriers (contractual or de facto) likely to perform the ordered flight.

We shall inform the Customer of the identity of the airline performing the flight(s).

When there is a change in the carrier, the Customer shall be informed by us or the contractual carrier, by any appropriate means, as soon as these changes are known. As per article 9 of European regulation n° 2111-2005 dated December 14th, 2005, the list of airlines banned in the EU can be checked in our agency.

b) Conditions of execution of air transport shall be governed by specific Conditions of airline partners.

The Customer retains responsibility for observing the partner airline instructions.

In particular, it is recommended to be at the airport at least three hours before departure time for international flights and at least two hours and a half before departure time for internal flights.

Please note that, concerning the flight back, whatever the kind of flight, confirming the flight back at the airline on site at least 72 hours before the scheduled date is often mandatory. Thus the Customer retains responsibility for confirming his/her flight back.

Concerning open returns, booking the flight back as soon as possible is highly recommended.

The name of the airport, when the city is serviced by several airports, is given for information and can be subject to amendments.

Attention is drawn to the need to provide adequate time taking into account possible delays in case the ordered trip includes a transfer or transit, including when the latter implies a change of airport.

We remind you that airlines might deny boarding to pregnant women if they deem that because of the due date, there is a risk of premature during the flight.

d) Most of the time, responsibility or airlines is limited by applicable national or international laws, or by their own specific Conditions, an extract of which shall be handed over to the Customer with the travel documents.

4.2. Accommodation and stay services

4.2.1. Duration

Departure and return days are included in the duration of stay. The first and/or last night might be shortened by a late arrival or an early departure.

4.2.2. Accommodation – Meals

a) The comfort level granted to hotels in our proposal refers to a classification set according to local standards in host countries and can differ from French standards. It is only given for information. In case of Force Majeure or due to an act of a third person, the hotel initially booked can be replaced by another hotel offering equivalent services.

b) Full pension includes breakfast, lunch and dinner. Half pension includes breakfast and lunch or dinner, depending on the agreement. Full pension and half pension begin with the meal preceding the first night and end with the breakfast following last night's accommodation.

Unless otherwise agreed in the contract, drinks are not included in meals and will be charged to Customer.

4.3. Car rental services

Provision of car rental services is governed by specific Conditions of Partners which shall be communicated to the Customer upon order placement.

Article 5 – Formalities

Before the agreement is signed, the Customer is informed of administrative and / or health formalities required for performance of the trip. The Customer retains responsibility for taking note of these formalities. Performance and expenses resulting from these police, customs and health formalities required for the trip, such as passport, national identity card, visa, medical certificate, vaccination record... shall be borne by the Customer.

In particular, please note that laws applicable in some countries imply that passports remain valid for at least 6 months after return date.

If non-observance of these administrative or health formalities causes one or several persons involved in the trip not to be able to travel on the scheduled date, the paid amount shall under no circumstances be refunded, partly or as a whole.

Article 6 - Photographs and illustrations

Photographs and illustrations included in our proposals and in any other advertising materials used by our agency are for guidance only and should never be considered as having legal value.

Article 7 – Prices

7.1 Prices

Unless otherwise specified, for all our Customers, prices include all taxes (except airport taxes). Our professional customers cannot recover VAT paid for orders placed to our company.

Except otherwise specified in the agreement, our prices do not include insurance fees, services at the airport, excess baggage charges, pre-routings or post-routings and visa fees.

Furthermore, our prices do not include vaccination fees, personal expenditures (telephone, drinks, room service, tips...) and in general all benefits not explicitly mentioned in the agreement.

7.2. Rates

Pricing conditions of orders placed to our company are based on pricing conditions implemented by our Partners.

These can vary depending on the number of participants in the travel.

7.3. Taxes

Attention of the Customer is drawn on the fact that additional taxes might be claimed by local authorities in some countries (tourist taxes,...) and shall be paid on site.

Unless otherwise specified in the order agreement, these additional taxes, if so, are borne by Customer.

Article 8 - Payment

8.1. Payment terms

Upon signature of the contract, the Customer shall pay to our agency a deposit corresponding to 30% of the total amount of its order, provided that the latter is placed more than 30 days before departure date. The balance shall be paid 30 days before departure date. Depending on fees paid in advance by our company during the trip, the amounts owed by the Customer can be adjusted after departure and up to 60 days after return date.

Any order placed less than 30 days before departure date shall be fully paid upon signature of the agreement.

8.2. Late payment – default of payment

Any default of payment by the customer, in whole or in part, shall cause suspension of the performance, expenses resulting from it being borne by Customer, without prejudice to the right of legal action against Customer.

In case of default of payment, a penalty can be applied to the Customer equal to at least 1.5 times the statutory interest rate, without prior formal notice and without prejudice to the right of our company to suspend the performance of any order in progress.

Any delay in payment will result in the forfeiture of the agreed terms, and all sums due will become payable immediately.

Article 9 – Insurances

The Customer is advised to take out an insurance policy covering consequences of some cancellation cases and a support contract covering some particular risks, including repatriation costs in case of illness or accident.

For this purpose, several insurance policies shall be proposed to the Customer, they shall be taken out from PRESENCE ASSISTANCE TOURISME de MAPFRE L'européenne.

Risks covered by these insurances, as well as their costs and amounts of the financial guarantees are noticed to the Customer upon order. In case an insurance contract is taken, Customer will receive a copy of the insurance policy.

Insurance claims are done as per terms of the insurance contract, directly by the insurance company.

Article 10 - Warranty - Liability

We guarantee that all partners of our agency comply with safety and hygiene rules that apply to them as per national and/or international laws in force.

Apart from this guarantee, we remind our customers that as an intermediary, in the absence of legal provisions to the contrary, we shall not guarantee proper performance of the ordered service by the partners. Services are performed under the sole responsibility of the partners involved.

In particular, we shall not guarantee transport timetables being under the responsibility of the carrier involved.

Thus our company shall not be held responsible in case of delay or cancellation of the trip due to the partner's delay or failure, safety requirements or any other cause or resulting from Force Majeure.

Eventually, our company or involved partners can, if necessary, change dates and order of visits, excursions or events scheduled in the contract, without the Customer being entitled to compensation.

Some activities scheduled in the contract can be cancelled for reasons of force majeure. This cancellation shall not entitle the Customer to compensation.

Article 11 – Loss - Theft

Our company shall not be held responsible for loss or theft suffered by the Customer.

In case of loss or theft of a ticket, the Customer shall register a specific statement by the police and the airline and buy another ticket from the appropriate partner. Refund shall only be possible if mentioned in specific Conditions of the partner.

Article 12 - Modification – Cancellation

From the date on which the contract is signed, any request for cancellation shall be sent by registered letter with an acknowledgement of receipt to this address TELEPORT 4 ANTARES BP 90114 FUTUROSCOPE CHASSENEUIL CEDEX – 86961 FUTUROSCOPE CHASSENEUIL.

These requests for modification or cancellation shall be processed as per conditions implemented by specific partners.

In general, requests for modifications (change in departure or return date, schedules, destination, accommodation) or cancellation can result in refund of sums paid by the Customer, except for fees related to booking fees and insurance fees which, unless otherwise specified in the contract, are not refundable, less cancellation fees that can be charged.

Cancellation fees that shall be charged to the Customer vary depending on the partners concerned.

Please note that, in general, the later the cancellation requests is sent, the higher the cancellation fees shall be and that several of our partners apply cancellation fees equal to 100% of the cost of the service when cancellation occurs less than 7 days before departure date.

Furthermore, in case a new ticket is issued or in case of a new booking following cancellation or modification requested by the Customer, please note that the price of the new ticket or of the new booking might be higher than the price of the initial ticket or booking.

Article 13 – Protection of personal data

Data collected from our Customers shall be used solely to register their order and ensure its performance by our company, our partners and the insurance companies concerned, as well as to meet legal obligations and regulations.

As per the data protection act of January 6th, 1978 modified, our Customers benefit from the right to access and require rectification or deletion of data concerning them. They can exercise this right by writing to our head office whose address is mentioned in the header of these general conditions of sale.

Article 14 - Claims

Any request for information, clarifications or possible claims must be sent to us within 30 days from the end of the travel:

- by registered letter with acknowledgement of receipt sent to our head office whose address is mentioned in the header of these general conditions of sale.
- by fax to the following number: (33) 5 49 49 40 71
- by email to the following address: info@challengerevent.com or florence@tfpe.fr

Claims will be accepted only if difficulties they refer to have been noticed to our company or to our partners during the travel, so as to limit the damages suffered by the Customer.

No claim will be accepted concerning loss, damage or theft of luggage, clothes or personal belongings kept under the supervision of the Customer during the travel, except in the event of proven fault from our partners or our company. Luggage registered by an airline is only insured for the duration of transport.

Article 15 - Force majeure

Events of force majeure shall include events beyond the direct control of parties, that cannot be reasonably foreseen, avoided or overcome and whose occurrence makes performance of obligations impossible.

Any case of force majeure causes suspension of obligations whose performance is prevented due to force majeure and exempt duty bearers from any liability.

Should the event tantamount to force majeure continue for more than 30 days, the sale agreement signed between our company and the customer may be terminated by the most diligent party, without any party being able to claim for damages, and our company will refund to the Customer all down payments paid in the framework of this agreement.

Article 16 – Resolutive clause

Should the Customer fail to meet one or all its obligations and particularly in case of default of payment, our company shall suspend all pending orders and decide to terminate the contract.

This termination will take effect in full 8 days after sending by registered letter with acknowledgement of receipt a formal notice, left without any/or partial effect .

Down payments paid by the customer shall remain the property of our company, as a penalty clause, without prejudice to the penalties foreseen in article 8.2 here above and to a possible claim for damages if higher prejudice is proved.

Article 17 - Reproduction of articles R. 211-5 to R. 211-13 of Tourism Code

Article R211-5 – Without prejudice to the exclusions provided for in the second paragraph (a and b) of article L. 211-8, any offer and any sale of travel and holiday services imply that the relevant documents should be handed over, these documents meeting the rules defined by this heading.

In case air tickets or tickets for transport by regular services are sold without services related to these transports, the Seller hands over to the Buyer one or several tickets for the full trip, issued by the carrier or under its responsibility. In case of transport upon request, the name and address of the carrier, on whose account the tickets have been issued, must be mentioned.

Separate invoicing of various elements making up a travel package does not exempt the Seller from any obligations coming under this heading.

Article R211-6 – Prior to the signing of the contract in the form of a written document mentioning the company's name, address and indication of its official right to exercise its business activity, the seller must give the consumer all relevant information concerning the rates, dates and component parts of the services provided for the journey or the holiday such as:

- 1) the destination, means, nature and categories of transport involved;
- 2) the type of accommodation, its location, grade and major characteristics, official approval and tourist category corresponding to the regulations and customs in use in the host country;
- 3) Meals provided;
- 4) the description of the itinerary in the case of a tour;
- 5) the administrative and health formalities to be carried out especially in the case of crossing borders, together with the deadlines by which such formalities must be terminated;
- 6) visits, excursions and other services included in the package or which may be available against payment of a supplement;
- 7) the minimum or maximum size of the group enabling the journey or holiday to take place and, if the journey or holiday will only take place if there is a sufficient number of participants, the deadline by which the consumer must be informed should the journey or holiday be cancelled; this date may not be set at less than 21 days before the scheduled departure date;
- 8) the amount and percentage of the rate which is to be settled as a deposit on signing the contract and the dates by which the balance must be paid;
- 9) the rules for reviewing prices as laid down in the contract in application of article R. 211-10 of this decree;
- 10) the contractual terms of cancellation;

11) the terms of cancellation as defined by articles R. 211-11, R. 211-12 and R. 211-13 hereinafter;

12) all relevant information regarding the risks covered and the amount of guarantees underwritten in the insurance policy covering the consequences of the professional civil liability of travel agencies and the civil liability of non-profitmaking associations and organisations belonging to local tourist organisations;

13) information concerning optional insurance policies covering the consequences of certain cases of cancellation or assistance contracts covering certain special risks, in particular repatriation in the case of illness or accident;

14) When the contract includes air transport services, information, for each part of the air travel, as per articles R. 211-15 à R. 211-18.

Article R211-7 – Any prior information given to the consumer binds the seller unless the said information states that the seller expressly reserves the right to modify certain elements therein. In this case, the seller must clearly indicate to what extent this modification may occur and regarding which elements.

In all cases, the modifications made to the information given previously must be sent in writing to the consumer before the contract is signed.

Article R211-8 – The contract signed between the seller and the purchaser must be written down and drawn up in duplicate, one of which is given to the purchaser, and must be signed by both parties. It must contain the following clauses

1) the name and address of the seller, his guarantor and insurer and the name and address of the organiser;

2) the destination(s) concerned by the journey, and, in the case of a holiday covering several stages, the various periods and dates involved;

3) the means, nature and categories of transport involved together with the dates, times and places of departure and return;

4) the type of accommodation, its location, grade and major characteristics, official approval and tourist category corresponding to the regulations and customs in use in the host country;

5) the number of meals provided;

6) the itinerary in the case of a tour;

7) the visits, excursions and other services included in the overall price of the journey or holiday;

8) the total price of the services invoiced and indication of any possible review in the invoicing by virtue of the provisions laid down in article R. 211-10 hereinafter;

9) indication, if relevant, of any duties or taxes connected with certain services such as landing tax, boarding or disembarking tax in ports and airports and tourist tax, when these are not included in the price of the service(s) provided;

10) the deadlines and rules for the payment of the rates; in all cases, the last instalment made by the purchaser cannot be less than 30% of the price of the journey or holiday and must be settled when the documents enabling the consumer to travel or take his/her holiday are handed over;

11) the special conditions requested by the purchaser and accepted by the seller;

12) the rules by which the purchaser can make a claim towards seller for the non-execution or inadequate execution of the contract, this claim must be sent as quickly as possible by recorded delivery mail and written notification thereof given, if necessary, to the travel organiser and the persons providing the service in question;

13) the deadline by which the seller must inform the purchaser in the case of cancellation of the journey or holiday, where the journey or holiday shall only take place if the minimum number of participants is reached, in accordance with the provisions in point 7 of article R. 211-6 ;

14) the contractual terms of cancellation;

15) the terms of cancellation as defined by articles R. 211-11, R. 211-12 et R. 211-13 ;

16) all relevant information regarding the risks covered and the amount of guarantees underwritten in the insurance policy covering the consequences of the professional civil liability of the seller;

17) information concerning optional insurance policies covering the consequences of certain cases of cancellation (policy number and name of the insurance company), and assistance contracts covering certain special risks, in particular repatriation in the case of illness or accident; in this case, the seller must give the purchaser a document stating, at the very minimum, the risks covered and the risks excluded;

18) the deadline by which the seller must inform the purchaser in the case of a transfer of contract;

19) an undertaking to provide the purchaser in writing with the following information at least ten days before the scheduled date of departure:

a) the name address and telephone number of the local representative of the purchaser, or, failing this, the names, addresses and telephone numbers of the local organisations which may help the consumer should any difficulties arise, or failing this, a telephone number which will enable the consumer to contact the purchaser in the case of emergency;

b) regarding journeys and holidays abroad for minors, a telephone number and address whereby direct contact can be made with the child or the person in charge during his/her holiday;

20) The termination and refund clause with no penalty of amounts paid by the Buyer in case of failure to observe the information obligation as per 14° of article R. 211-6.

Article R211-9 – The purchaser may transfer the contract to a transferee who fulfils the same conditions as the purchaser himself/herself to benefit from the journey or holiday, as long as the contract has not yet taken effect.

Notwithstanding any statement more favourable to the transferor, the transferor is bound to inform the purchase of his decision by recorded delivery letter at least seven days before the beginning of the journey. In the case of a cruise, this period is extended to fifteen days. This transfer is in no way subject to the prior authorisation of the seller.

Article R211-10 When the contract explicitly contains the possibility of reviewing the prices within the limits laid down in article L. 211-13, it must mention the precise means of calculation for both rises and reductions in the prices and in particular concerning transport costs and related taxes; currency(ies)

which may affect the price of the journey or the holiday; The percentage of the price affected by the variation; the currency rate taken into account when drawing up the prices given in the contract.

Article R211-11 – When, before the departure of the purchaser, the seller has no choice but to modify one of the key elements of the contract, such as a significant rise in prices, the purchaser, without prejudice to his/her right to compensation for any damage which may be incurred, and after being so informed by the seller by recorded delivery mail, may:

- either cancel the contract and obtain the immediate reimbursement of all sums paid without any penalty whatsoever;

- or accept the modification or the substitution journey proposed by the seller: an amendment to the contract stipulating the said modifications will then be signed by both parties. Any reduction in the price is deducted from any amounts remaining due by the purchaser, and, if the payments already made exceed the price of the modified service offered, the excess amount must be settled in his/her favor before the date of departure.

Article R211-12 – In the case provided for in article L. 211-15, when, before the departure of the purchaser, the seller cancels the journey or holiday, he/she must inform the purchaser by recorded delivery mail; without any prejudice to his/her right to claim compensation for any damage which may have been incurred, the purchaser should receive the immediate reimbursement of the sums paid from the seller without any penalty being incurred; in this case, the purchaser receives an indemnity which is at least equal to the penalty he/she would have had to have paid should the cancellation have been made at his/her bidding at this date.

The provisions laid down in this article shall not hinder in any way the signing of a friendly settlement, the purpose of which would be the purchaser's acceptance of a substitution journey or holiday proposed by the seller.

Article R211-13 – When, after the departure of the purchaser, the seller is not in a position to provide a CONTRACT sizeable part of the services scheduled in the contract, representing a significant percentage of the price paid by the purchaser, the seller must take the following measures immediately without prejudice to his/her right to claim for any damage which may be incurred:

- either to propose services replacing the scheduled services and possibly accepting to pay any supplement in terms of price, and, if the services accepted by the purchaser are inferior in quality, the seller must reimburse the difference in price as soon as the purchaser returns home;

- or, if the seller cannot propose any substitution service or if the said services are refused by the purchaser for valid reasons, to provide the purchaser travel tickets, without any supplement to the price, to ensure his/her return home in conditions which may be considered as being equivalent, to the place of departure or any other place accepted by both parties.

The provisions of this article are applicable in case of non-respect of the obligation mentioned in 14° of article R. 211-6.

Article 18 – Final provisions

18.1. The fact that our company does not avail itself, at one time or another, of any provision of these general conditions of sale shall not be considered as a waiver of our right to invoke such conditions in the future.

18.2. Should one of the provisions of these general conditions of sale be declared invalid or unenforceable, this provision shall be deemed unwritten, and all other provisions herein will continue to be in effect, unless the provision declared invalid or unenforceable was critical and vital.

18.3. These general conditions of sale shall be governed by French Laws.

18.4. Any dispute related to sale transactions or service provision covered by these general conditions of sale will be submitted to the competent court of our company's head office, including in the event of summary judgments, introduction of third parties or multiple defendants.