



## General terms and conditions of sale 2021 Professional Packs

### PREAMBLE

The 1901 law association “Révélation Culturelles” offers this ticketing service:

Headquarters: Mairie annexe de Bourg Saint Maurice Arc 1800 – 73700 Bourg Saint Maurice

Office address: 10 rue des Goncourt, 75011 Paris

Legal representative: Claude Duty

APE : 9001Z – Arts du Spectacle

Legal Category: 9220 - Association déclarée

N° Id. TVA : FR78 511 561 532

Phone: +33 1 82 28 50 10

Fax: +33 1 48 05 12 75

Professional indemnity insurance: DIOT - 40 rue Laffite - 75307 Paris Cedex 09

It is specified that the general conditions of sale exclusively concern the sales of professional packs on the website [www.lesarcs-filmfest.com](http://www.lesarcs-filmfest.com)

Consequently, the present general conditions of sale are only for the sales of professional packs and not the event itself. The use of the Les Arcs Film Festival website and of its functionalities, available at [www.lesarcsfilmfest.com](http://www.lesarcsfilmfest.com) implies express acceptance of these Conditions of Sale by the customer.

### ARTICLE 1 - PRICE

The price of the packs is indicated on the website in Euros ex VAT. It can be changed depending on the day, date and time according to a promotion's system.

### ARTICLE 2 - NUMBER OF TICKETS

#### 2.1 Number of pack per person

In the limit of the available, the total number of booked professional packs per person is unlimited. Each professional pack is nominative. Customers can only have one professional pack in their name but a customer can pay for more persons as long as he specifies for each professional pack the holder's name.

#### 2.1 Number of pack per company

The purchase of packs by the same company is not restricted, within the limit of availabilities. However, some specific and reserved prices, are limited to one person per company, the other members of the company must buy packs at a normal price.

### ARTICLE 3 - ACCESS CONDITION TO PACK PROFESSIONAL

Access to professional packs is reserved to film professionals with activity as a freelancer or in a company specialized in the movie or music industry or temporary show business worker. Proof may be requested. Access to professional packs

is reserved to members of the association “Révélation Culturelles”. If the person buying a professional pack is not a member of the association, it will be listed as such upon validation of the purchase and after validation of the Association. They will be benefactors of the association, and have no particular obligation in this respect, and will be exempt from paying dues.

### ARTICLE 4 - PAYMENT

All orders regardless of their place of issue are payable in euros. The payment of tickets by the customer on the website [www.lesarcs-filmfest.com](http://www.lesarcs-filmfest.com) is exclusively via MONETICO. The amount of the order will be debited from the customer's bank account as soon as the final transaction is validated. Proof of payment will be automatically viewable by the customer, after the transaction, on the order confirmation page. The invoice will be available on his personal space of Les Arcs Film Festival's platform.

### ARTICLE 5 - SECURITY PAYMENTS

Electronic payments will be made via MONETICO. The Festival declines all responsibility for problems associated with the use of this system.

### ARTICLE 6 – FIGHT AGAINST FRAUD

In order to fight against fraud, especially for credit card, Les Arcs Film Festival reserves the right to use the customer's personal data to contact him, to ask him to communicate his identity document and, if necessary to cancel the professional pack. Customer's credit card will be re- credited to the outcome of the operation.

### ARTICLE 7 - PROCESSING OF PERSONAL DATA

#### 7.1 Collection of personal data

When placing the order, the Festival is brought to collect from the customer certain information and personal data such as name, email address, mobile phone number without this list being limiting. According to the law 78-17 of January 6, 1978 relating to data, files and freedom, the processing of personal information relating to service users Les Arcs Film Festival has been the subject of a declaration to CNIL filed by the association August 20th, 2009.

Association “Révélation Culturelles” created under the French law “Loi 1901” organizing Les Arcs Film Festival is committed to protecting data and states its wish to be transparent on the way it collects, processes and uses data, gathered since 2009.

For any question or remark, feel free to contact the association:

- via mail : [contact@lesarcs-filmfest.com](mailto:contact@lesarcs-filmfest.com)

- via telephone: +33 (0)182285010
- via post: Association Révélation Culturelles - 10 rue des Goncourt 75011 Paris, France

#### **LEGAL BASIS:**

The following privacy policy is based on the European Directive « General Data Protection Regulation» of the European Parliament and of the Council (April, 27th 2016) entered into force on May, 25th 2018.

#### **OBJECTIVES:**

Révélation Culturelles has written the following privacy policy to inform its contacts, sponsors, festival participant, users of its website (<https://lesarcs-filmfest.com/fr>), users of its management platform FestiCiné of its way to collect and process personal data.

#### **DATA PROCESSING:**

The data are gathered and/or managed and hosted by an online software called FestiCiné, managed by a third-party company called SAS Le Village, based 10 rue des Goncourt, 75011 Paris, France. The collected data is the own and only property of the Association Révélation Culturelles and Le Village is not responsible for the usage we make of it.

#### **WHICH PERSONAL INFORMATION IS COLLECTED BY REVELATION CULTURELLES?**

In the frame of its professional activities – that is to say the organisation of Les Arcs Film Festival – association Révélation Culturelles collects personal information and centralises data on its managing platform FestiCiné. Different types of data are collected:

- The first name, last name, birth date, gender, spoken language(s), photograph
- Professional activity, department, name of the company
- Professional and personal (if needed during the festival) telephone numbers
- Professional and personal (if needed during the festival) email address
- Professional or personal post address
- Background attendance at Les Arcs Film Festival
- Accommodation preferences (in some very specific cases)
- Biography, name and contact of agent, previous festival selection, links to films directed in some specific cases of information regarding talents (directors, actors, actresses, DOP...). This information is either gathered when entering a film or a project, or gathered on publications (website, magazine, IMDB...).

#### **WHY DOES RÉVÉLATIONS CULTURELLES COLLECT PERSONAL DATA?**

Depending on your status (service provider, sponsor, film industry professional, journalist, talents, member of staff, festival participant etc.), Révélation Culturelles might use your personal data:

- To keep you updated on festival activities during the year and during the event, mostly through newsletters
- To create physical supports (badges) which allows professionals to attend the event
- To facilitate the registration of professionals from year to year
- To edit the festival catalogue, which gathers all contact information on professionals attending the festival, and therefore to facilitate networking during the event. Release of your personal data in the printed catalogue is under your control, as you can notify us of your denial at any time until 40 days before the festival.
- To report and estimate public fidelity year after year, by recording activities of each user of FestiCiné.

- To be able to contact any professional, granted with an accreditation, in order to make his/her experiment of the festival as comfortable as possible.
- To report festival audience diversity to public authorities, that granted Révélation Culturelles' association with public aids.
- To link film information and personal data, in order to organise screenings and facilitate talents' invitation.
- For professional granted with accreditation: during Premiere screenings or screenings for professionals only, we might list participants, to let film distributor know who has attended the screening.
- For every Festival participant: to settle statistics allowing us to know exactly the nature of the public - ranked per social category, age, gender if asked - and the total amount of screenings seen by each participant. These data are not and will never be spread publicly, except for specific occasion and if your consent is explicit.
- To answer any demand from tax authorities or any governmental organism, if information is needed in a legal frame.
- For Festival partners / sponsors and service providers: to carry out terms of a signed contract.

#### **HOW IS COLLECTED YOUR PERSONAL INFORMATION BY RÉVÉLATIONS CULTURELLES?**

- Via online registration for any accreditation demand (press, industry, talents)
- Via newsletter subscription
- Via invitation to the film competition
- Via film & project submission
- Via any proposition of service delivery (particularly in the frame of "Le Sommet des Arcs") or sponsoring
- Via online ticket purchase
- Via spin-off product purchase
- Via any job or internship application. Please note that if you are working for Révélation Culturelles, your data will be also collected.
- Via any communication – per email, per telephone or per post – with Révélation Culturelles

#### **HOW DOES YOUR PERSONAL DATA BE USED BY RÉVÉLATIONS CULTURELLES?**

Révélation Culturelles is committed to protecting personal data. Therefore, your personal data will not be used for any purpose that you have not been aware of. Data will not be spread publicly without your explicit consent (particularly regarding the release of the official guide of the Festival). They will not be used either for commercial purposes or transmitted to a third party.

Data can nevertheless be communicated to tax authorities or governmental organisms if personal information is needed in a legal frame.

They can also be conveyed to companies that will take care of you during Festival (resorts, restaurants, transport...).

#### **OUTSOURCING RELATIONS:**

Révélation Culturelles is a client of the company Le Village, that is the supplier of the programming management platform "FestiCiné".

In accordance with GDPR, personal data that are collected and centralized in FestiCiné stay confidential at any time. The company Le Village signs a confidentiality charter to assure the confidentiality of data collected by its clients. FestiCiné's staff does not in any circumstances use data collected by festivals: the company owns the platform but does not have the rights to the database.

Le Village has implemented a security tool - called Logbook - that tracks activities, connections and actions of any user on

the platform (that includes also Le Village's staff). It drastically limits risks of public disclosures by Le Village's staff. The team is also subject to a non-disclosure agreement: it cannot access to data collected by the client (festival), except when the client gives its explicit approval (that is to say in specific cases, where the staff need to access the data to solve a technical problem). Clients of FestiCiné remain sole responsible of personal data collection, processing and use.

## **HOW DOES RÉVÉLATIONS CULTURELLES ASSURE DATA SECURITY?**

As explained above, Révélations Culturelles centralises personal data on its management platform called FestiCiné. This platform is secured by a unique login and password, assigned to each user. The platform also allows giving a limited access to personal data for users – included member of festival staff - when it is needed.

Révélations Culturelles' team is subject to a non-disclosure agreement. It solely uses personal data in the strict frame of Les Arcs Film Festival's organization. Members of staff are sensitized to confidential issues related to the use and processing of personal data.

## **WHAT ARE YOUR RIGHTS REGARDING YOUR PERSONAL DATA?**

In accordance with GDPR and responding to your explicit demand (per phone, per email or per post) at any time, Révélations Culturelles is committed to transmitting you a list of your personal data collected on FestiCiné within 30 days. You have the right to access, right to rectification, and right to removal of the personal data we collected from you.

You have also the right to choose your preferences regarding newsletters we might send you.

**You can also consult and modify your information and preferences directly on [register.lesarcs-filmfest.com](http://register.lesarcs-filmfest.com)**

## **ARTICLE 8 - VALIDATION OF THE ORDER AND ACCEPTANCE OF TERMS AND CONDITIONS**

Before confirming the order, the customer agrees these terms of sale, fully and without reservation, by checking a box provided for this purpose. Unless proved otherwise, the data recorded by the Festival represents proof of the transactions on its website [www.lesarcs-filmfest.com](http://www.lesarcs-filmfest.com) by the customer.

## **ARTICLE 9 - DETENTION OF PROFESSIONAL PACK**

Upon confirmation of purchase, the customer will receive an email confirmation of his order. The day of the event, the client will be at the indicated location with an ID corresponding to the holder of the pack.

Given the current health situation, the customer agrees to the rules implemented by the festival, in accordance with the government health norms, whether it be for instance getting tested before the festival or directly on site, or even show a vaccination card. The festival's health protocole will be communicated to the client as soon as possible.

## **ARTICLE 10 - CONTROL PROFESSIONAL PACKS**

The organizer reserves the right to verify the customer's identity the day of the Event. The customer must therefore necessarily be provided with an official ID, valid and with photo: identity card, passport, driving license or residence permit.

## **ARTICLE 11 - USE AND VALIDITY OF TICKETS**

### **11.1 Resale of professional packs**

Each pack is personal and nominative and may not be resold in accordance with the law of March 12th, 2012 No. 2012-348 on the Organization of sporting and cultural events,

which prohibits, on pain of criminal sanctions, to sell usual way tickets to cultural or sporting events, without the express permission of the organizer or owner of the exploitation rights.

### **11.2 Validity of the professional pack**

The professional pack is valid only for the event that relates to the date, time and conditions contained in the pack.

## **ARTICLE 12 - WITHDRAWAL, CANCELLATION AND REFUND**

These withdrawal conditions, refund and cancellation policies apply to all professional packs sold on the website [www.lesarcs-filmfest.com](http://www.lesarcs-filmfest.com).

### **12.1 Absence of withdrawal right**

As part of the selling of professional packs, no withdrawal right can apply.

### **12.2 Refund & Exchange**

Starting from the purchase date by the customer, professional packs can be exchanged with a person of their company holding a similar position in the same conditions of the initial purchase. Specific exemptions may also be accepted upon specific request. An additional fee to offset the management costs can occur. In all other cases, professional packs can not be exchanged or refunded (except in case of cancellation described in Article 12.3)

### **12.3 Cancellation, postponement of the event or refund**

In case of **total and definitive cancellation of the event**, the reimbursement will occur only for the original purchaser. Only the price of the professional pack will be refunded. No additional expenses of any nature whatsoever (insurance, transportation, hotels, parking...) will be refunded or compensated. In addition, claims must, to be admissible, be accompanied by a bank account details up to date and be made before January 15 2022. Any application for reimbursement that does not meet these conditions will be rejected.

In case of **postponement of the event or partial program**, the possible refund or exchange of the pack will be subjected to specific conditions of the event organizer. In any event, the exchanged pack will be only in favor of the original purchaser against surrender of the pack.

In case of **partial cancellation of the event**, the Festival reimburses 50% of the cost to the customer if the duration of the event is reduced of more than 50%, and 30% of the cost if the event duration has been reduced of more than 30% (being 24 hours). Below, partial cancellations are not considered reimbursable.

The festival reserves the right to modify the program of the event until the last moment for organizational, external or internal constraint to its organization. It will ensure that the overall quality remains equivalent to the original description. Thus, in case of change of the event program (time, content, speaker, conference, organized meetings...), no partial or total refund can be requested.

### **In case of cancellation from the purchaser:**

- The "Summit" and "Industry Village" Packs will be refunded to 100% until November 24<sup>th</sup>, 2021.

- The Summit" and "Industry Village" Packs will be refunded to 50% from November 25<sup>th</sup>, until 72 hours before the initial date of arrival onsite of the pack's buyer.

- The "Summit" and "Industry Village" Packs will not be refunded after the 72 hours period before the initial date of arrival onsite of the pack's buyer.

If the purchaser wants to cancel its trip to the Festival because he/she cannot travel as a consequence of official health measures and restrictions due to COVID-19, cancellation will be possible with a full refund upon presentation of official administrative or medical proof. The cancellation will be possible in the following cases:

- closing of borders between France and country of origin
- travelling is forbidden outside of the country of origin
- impossibility of travelling because no planes or trains are running between France and the country of origin
- A quarantine has been required for travellers coming from the country of origin when they arrive in France
- A quarantine or lockdown has been enforced in the country of origin
- The purchaser has COVID-19

*N.B: Given the governmental requirements at the time these Conditions are written; the client knows about the general use of the "pass sanitaire" in France (COVID-19 vaccine or test of 72 hours) and its presentation to participate in events gathering people. Therefore, he is required to make arrangements to get vaccinated before its stay, or get tested and present a negative test of less than 72h. The client accepts that proof of vaccination or of a negative test of less than 72 hours is compulsory for the festival, therefore not being vaccinated cannot be considered a clause of cancellation.*

Applications for refund will be processed at the latest on 01/31/2022.

Moreover, the Festival reserves the right to update this previous list of conditions before the festival, according to the changing character of official health measures and restrictions enforced by the authorities, especially regarding the travelling of foreign people due to measures that can be implemented in France.

#### ARTICLE 13 – LIABILITY

##### 13.1 Les Arcs Film Festival Liability

The Festival is responsible, in respect of its customers, for the proper performance of obligations under the remote contracts, in accordance with Article 121-20-3 paragraph 4 of the Consumer Code. The Festival disclaims all liability in case of unavailability of the service resulting from a case of force majeure including:

- Any malfunction of the subscriber's software
- Unpredictable and insurmountable facts from a third party
- Unavailability of the Internet

##### 13.2 Liability regarding the conduct of the event

The Festival is responsible for the running of the event (change of content, change of artistic distribution, change of schedules...) and its cancellation, except in cases of force majeure or withdrawal of one of its providers.

#### ARTICLE 14 – IMAGE RIGHTS

When subscribing for an accreditation to Les Arcs Film Festival, you consent to be photographed and/or filmed by our team. You also consent to the use of these images from the association Révélation Culturelles, for promotional purposes. The association does not hold the right to transfer these images to a third person.

#### ARTICLE 15 - CUSTOMER SERVICE

For more information, you can contact the customer service of the Festival by calling +33 1 82 28 50 10 (price of a local). Customer service is available from:

- October 5th to October 31<sup>st</sup>, Monday to Friday from 9:30am to 6pm.

- November 2nd to December 13<sup>th</sup>, Monday to Friday from 10am to 1pm, and from 2pm to 6pm.

#### ARTICLE 16 - APPLICABLE LAW – DISPUTE

Sales of professional packs carried out on the website of Festival are subject to the French law. In case of dispute, French courts have exclusive jurisdiction.