

General Conditions

OGCN Flex



What is OGCN Flex in a nutshell?

- **90%** refund of your ticket price in the event of cancellation for any reason up to **1 day (24 hours)** before the start of your event (excluding the OGCN Flex fee)

- ✓ No reason or proof required
- ✓ For season tickets, all of your tickets are eligible
- ✓ Cancel in just a few clicks
- ✓ Bank transfer processed within **48 hours**
- ✓ Option to sign up for the OGCN Flex service up to **2 days (48 hours)** before the start of your event



You will not be eligible for this service in the following cases:

- ✗ Your ticketing product is canceled by the event organizer or by administrative decision.
- ✗ Your ticket is canceled less than **1 day (24 hours)** before the start of your event.



How do I use the OGCN Flex service?

- 1** Fill out the EmbedCover refund form at least **1 day (24 hours)** before the start of your event to cancel your ticketing product;
- 2** The refund will be issued via bank transfer within **48 hours**.

We've summarized our OGCN Flex service for you in a simple and clear way. You'll find the complete terms and conditions of the service below.

Article 1 - Definitions

You

The purchaser of the ticketing product.

Ticketing Product

A ticketing product refers to one of the following:

- Single-use ticket
- Season pass
- Pack of multiple tickets
- Stadium tour

The ticketing product may include hospitality and is also applicable to the secondary market.

SASP OGC NICE COTE D'AZUR

A professional sports corporation with a capital of 17,050,959.18 euros, with its registered office located at 19 Boulevard Jean Luciano, 06200 NICE, registered with the Nice Trade and Companies Register under number 404 115 198 (hereinafter "OGCN").

EMBEDCOVER

A simplified joint-stock company with its registered office at 141 avenue de Wagram, 75017 PARIS, which provides the "OGCN Flex" service.

OGCN Flex

This service allows spectators to cancel their tickets up to **1 day (24 hours)** before the start of the event, without having to provide a reason.

Please note that the start of the event corresponds to the date and time of the match's kickoff.

For example, if your reservation includes a match scheduled to kick off on March 30 at 8:45 p.m., you may cancel your reservation on your own initiative until March 29 at 8:45 p.m. Any cancellation made after March 29 at 8:45 p.m. will not be eligible for OGCN Flex.

Article 2 - What does OGCN Flex allow?

If you decide to cancel your ticket package on your own initiative at least **1 day (24 hours)** before the start of your event, you will be refunded **90%** of the price of your ticket package.

 By using OGCN Flex, you have the option to cancel only a portion of your ticketing product if you wish.

For example, in the case of a season ticket or a ticket package, you can cancel just one or more of the tickets included in your season ticket or package.

Article 3 - What is not allowed with OGCN Flex?

The OGCN Flex service cannot be used:

- In the event of a cancellation initiated by you and within your control less than **1 day (24 hours)** before the start of the event;
- If your ticket is canceled by the event organizer.

Article 4 - Cost of OGCN Flex

When you purchase a ticketing product on the OGCN website, you may subscribe to the OGCN Flex service for an additional fee that will be displayed at the time of purchase.

The cost of the OGCN Flex service is non-refundable under any circumstances in the cases provided for in Article 3 of these General Terms and Conditions.

In the case of a subscription-type ticketing product, payable in installments, the cost of the OGCN Flex service is paid in full with the first installment.

In all other cases, the cost of the OGCN Flex service is paid at the time of purchase of the ticketing product on the OGCN website.

Article 5 - Use of OGCN Flex

If you cancel your ticketing product on your own initiative, EmbedCover will refund **90%** of the value* of your ticketing product within 2 business days of your cancellation request, as described below.

*: For season tickets, the refund value of one of the tickets included in the season ticket package is:

Subscription price / number of French Ligue 1 Championship tickets in the subscription

Please note that for season tickets, the total refund amount is limited to the purchase price of the season ticket.

In the case of a ticket package, the refund amount for any single ticket corresponds to the value of that ticket as indicated in the package.

Please note : In the case of a refund for a season ticket paid in installments, the refund can only be issued after the first installment has been received.

To be eligible for the Flex Service, the ticket purchase amount must not exceed €5,000.

You are not required to provide a reason or proof to use the Flex Service.

The bank transfer will be made in euros (€). If your bank account is denominated in a currency other than the euro, your bank's exchange rate will apply.

EmbedCover may decide to request additional documents if necessary, or in the event of suspected fraud or scams, or as part of its obligations to combat money laundering and terrorist financing.

How do I get a refund?

- Fill out the refund form at least **1 day (24 hours)** before the start of your event to cancel your ticketing product;

- The refund will be processed within **48 hours**.

Article 6 - Start Date and Duration of OGCN Flex

The OGCN Flex service takes effect upon confirmation of purchase of the OGCN Flex service, subject to full payment of the price of your ticketing product and the OGCN Flex service.

If full payment is declined or rejected by the bank for any reason, the OGCN Flex service will not take effect until the rejection is resolved.

The OGCN Flex service ends **1 day (24 hours)** before the start of your event.

Article 7 - Exception to the Right of Withdrawal

You acknowledge that you have been informed in advance, through these General Terms and Conditions of Sale, that the right of withdrawal does not apply to OGCN Flex, pursuant to Article L.221-28.1° of the French Consumer Code.

In fact, OGCN Flex begins immediately after purchase and can be fully executed right away, even before the end of the withdrawal period, so you are not eligible to exercise your right of withdrawal.

Consequently, you waive your right of withdrawal.

Article 8 - Geographic Scope of the OGCN Flex Service

The OGCN Flex service is available for all ticketing products offered by OGCN and for all of its customers.

Article 9 - Contact Information

If you encounter any difficulties while using the OGCN Flex service, you may contact us:

✓ **By email at :** contact@embedcover.icom

✓ **By mail at :** Embedcover - 141 Avenue de Wagram, 75017 Paris, France

In accordance with the provisions of the French Consumer Code regarding the amicable resolution of disputes, we participate in the CMAP mediation service, whose contact information is as follows: 39 Avenue Franklin Delano Roosevelt, 75008 Paris, France

In the event of a complaint that cannot be resolved amicably by our Customer Service department, the Mediation Service may be contacted regarding any consumer dispute that has not been successfully resolved.

Article 10 - Important Information

The OGCN Flex service is not insurance

The OGCN Flex service is designed to give you the option to cancel your order on your own initiative, for any reason, unlike an insurance contract, which requires a covered reason.

Article 11 - Personal Data

EmbedCover and OGCN collect and process your personal data for the purpose of providing your OGCN Flex service and conducting statistical analyses.

You are expressly informed of this and hereby consent to the processing of your personal data in accordance with these Terms and Conditions.

The processing of your personal data is necessary to provide you with the OGCN Flex Service and to manage your request. This information is intended exclusively for OGCN and EmbedCover (and their agents) for the purposes of managing the OGCN Flex Service and, where applicable, for the supervisory authorities.

Your data will be retained for up to five (5) years after the end of the OGCN Flex contract. You have the right to access, object to, correct, and delete your personal data by sending an email to: privacy@embedcover.com

Any false or irregular statement may be subject to specific processing intended to prevent or identify fraud. You have the right to file a complaint regarding the processing of your personal data:

On the CNIL website by filling out an online complaint form;

By mail by writing to : CNIL - 3 Place de Fontenoy - TSA 80715 - 75334 PAR IS CEDEX 07

Article 12 - Competent Jurisdiction

This contract is governed exclusively by French law. Any dispute arising from the conclusion, performance, or interpretation of this contract falls under the exclusive jurisdiction of the French courts.