

GENERAL TERMS OF SALE OF THE PARIS LIDO AND THE "LIDO.FR" AND "PARIS-EXCEPTION.FR" WEBSITES

The SEGSMHI – Lido de Paris, SA company, with an Executive Board and a Supervisory Board, with registered capital of 231,861 , SIRET 662 029 057 00020, RCS Paris, 116 bis avenue des Champs Elysées – 75008 Paris, Telephone: 01 40 76 56 00, hereinafter called "Paris Lido"

I. COMMON TERMS AND CONDITIONS:

These general terms and conditions apply to all services proposed by the Paris Lido. These terms and conditions take precedence over all other purchasing terms. Any contrary or complementary non-contractual clauses or clauses which are not subject to special terms or to an agreement between the Paris Lido and the Customer are deemed to be invalid and not to have been written. These General Terms of Sale are transmitted to the Customer at the same time as the estimate, to enable him to make his reservation. Therefore, all reservations imply the Customer's total and unconditional adherence to these terms. In case of inconsistency between the provisions stated in the estimate signed by the Customer and the provisions which are included in this agreement, the provisions in the estimate are to take precedence. Reservation of services is reserved for the Customer who has taken cognisance of these terms of sale in their entirety, and who has agreed to them unconditionally. From that time on, the reservation entails complete adherence to these General Terms of Sale and the unconditional acceptance of all of their provisions. In order to satisfy the Customer, the Paris Lido may be led to modify these general terms and conditions as well as its range of products.

II. Data protection and Civil Liberties:

The Paris Lido complies with applicable legislation with regard to the protection of privacy. In particular, its websites are registered with the French Data-Protection Authority (*Commission Nationale de l'Informatique et des Libertés* [CNIL]) in accordance with the "Data-protection and Civil Liberties" law. In the context of commercial relationships, the Paris Lido is led to ask the Customer for confirmation of his reservation by E-mail in order, for example, to have him confirm his reservation. The Customer disposes of an access right enabling him to correct and delete data pertaining to him (Law n° 2004-801 of 6 August 2004 relative to the protection of natural persons with regard to the processing of personal data, and modifying law n° 78-17 of 6 January 1978 relative to data-processing, data files and individual liberties). This can be done by contacting the Paris Lido by mail at the following address: SEGSMHI Paris Lido, 116 bis Avenue des Champs-Elysées, 75008 PARIS

II.2. Reservation procedures

II.2.1. Availability of services:

Reservations for all services are possible depending on availability. For certain special dates, hereinafter called "holiday dates" ("*dates festives*"), the availability of these services may be subject to special conditions. List of "holiday dates" ("*dates festives*"): 14 February, 24 December, 25 December, 31 December.

II.3. Reservation:

Reservation of a service is firm and definitive only after payment of a deposit according to the terms below:

- Up to 2,000 : Pre-payment
- More than 2,000 : 30 % at the time of confirmation, : 50 % at D-30.

In order to guarantee the members of a group quality service and catering, the choice of menus must be made at the time of reservation with the Paris Lido for groups of more than 10 (ten) persons.

II.4. Modifications:

In order to be processed, modification requests for groups of more than 10 (ten) persons must be made in writing and reach the Paris Lido within a period of 3 (three) days at the latest prior to the date foreseen for the service. Modifications involving an increase in the number of participants are deemed to have been accepted when they have been subject to a written agreement from the Paris Lido.

- II.5. Cancellation of reservation:

The Customer can cancel his reservation partially or completely under the following conditions: Cancellations must be notified to the Paris Lido in writing.

Sums paid as deposits are not refunded (Article 1590 of the Civil Code), and no refund can be claimed by the customer in the event of cancellation.

In the event of cancellation of all of the services by the Paris Lido, the amount of deposits paid by the Customer will be refunded to him in its entirety. Nonetheless, the Paris Lido cannot be held liable for any direct or indirect damage resulting from this cancellation.

II.6. Insurance / Liability:

The Paris Lido states that it is properly insured with a company widely known to be solvent with regard to its third-party operating liability and, in particular, in case of food poisoning.

II.7. Force Majeure:

The Paris Lido reserves the possibility of cancelling a service in case of a *force majeure* event (fire, explosion, natural disaster, administrative restrictions, etc...) or any other circumstances beyond its control.

II.8. Sales prices:

Prices are stated in Euros, exclusive of tax or tax-included. Prices can be revised at any time without prior notice. The prices which are invoiced are those in force on the day of the reservation. They are subject to VAT at the rate in force on the day of the service. Any new taxes or duties which may be created, or any modification of current taxes or duties would automatically entail readjustment of the price. It is the Customer's responsibility to determine, prior to validation of the reservation, whether he finds the price suitable. No objection with respect to the price can be taken into consideration at a later time.

II.9. Payment methods:

If the period between the reservation date and the date of the event is greater than 3 weeks, payment can be made in cash or by cheque (drawn only on a bank domiciled in France), bank card, bank transfer or holiday cheque.

If the period between the reservation date and the date of the event is between the same day and 3 weeks, payment can be made in cash, by bank card, bank transfer or holiday cheque.

The services can also be provided in return for a voucher / exchange voucher issued by a company which has necessarily been approved by the Paris Lido.

II.10. Default on payment:

In the event of agreement of payment based on an estimate, any delay in payment shall entail, as a matter of right, the invoicing of late payment penalties. Article L.441.6 of the Commercial Code stipulates that late payment penalties are due with no reminder being necessary. These late payment penalties shall be applied from the due-date of the principal to the date of the actual and complete payment. In accordance with the *Loi de Modernisation de l'Economie* (LME), which came into force on 1 January 2009, the late payment penalty rate is 3 % per annum. Any partial objection to the bill shall not, in any event, justify a total default on payment of the service, the subject of this agreement. The only default of payment which will be accepted must affect only the amount of the objection, provided that it is objective and is notified to the Paris Lido by registered letter with acknowledgement of receipt.

II.11. Complaints:

Complaints of a commercial nature or complaints relative to the quality of services provided must be sent in writing within a maximum period of eight days after the end of the service, to the Lido de Paris, 116 bis Avenue des Champs Elysées, 75008 PARIS.

II.12. By-laws of the Paris Lido:

1. Appropriate attire is required and respectful behaviour is obligatory from customers as well as from performers and staff members of the Paris Lido.

2. It is pointed out that each of the Paris Lido scenes or performances (music, costumes, staging, etc...) is an intellectual work and as such, is protected by the provisions of Books I and III of the Intellectual Property Code. Consequently, all reproductions are strictly forbidden.

In particular, it is forbidden to take photographs, make video films or sound recordings of the show. It hereby pointed out that any violation of an author's rights is an offence punished by the provisions of Articles L.335-2 *et seq.* of the Intellectual Property Code.

Any person violating Paragraphs 1 and 2 of this article may be refused access or ejected from the Paris Lido, even during a performance, without the possibility of a price refund, with the Paris Lido also reserving the right to institute any legal proceedings which it deems necessary.

II.13. Terms of sale for gift vouchers:

Gift Certificates can neither be refunded nor exchanged after the deadline. Reservations for Gift Certificate services are taken subject to availability. The invitation card must be presented at the Lido welcome desk on the day of the service. Registered reservations can be modified or cancelled under the same conditions as those set out in Articles I. 4. & I.5 of these General Terms of Sale. If the customers or the beneficiaries are not present on the day of the reservation, the Gift Certificate can neither be refunded nor exchanged. Gift Certificates must be paid in their entirety at the time when the order is placed and may be transmitted subject to collection of payment. Gift Certificates which are lost or stolen cannot give rise to an exchange or refund.

II.14. Confidentiality:

Both the Paris Lido and the Customer undertake to keep strictly confidential all documents and information which they have learned of in the context of performance of the services. Accessible items, especially in the form of texts, pictures, icons and/or sounds are also protected by intellectual and industrial property rights as well as other proprietary rights. Except in case of explicit provisions to the contrary included in this document, the Customer can in no case duplicate, present, modify, transmit, publish and/or adapt, on any medium whatsoever, by any means whatsoever, or exploit in any way whatsoever, all or part of the websites without prior authorisation from the Paris Lido. Any use not authorised by the Paris Lido, for any reason whatsoever, of all or part of the information may be subject to appropriate actions, in particular, action for infringement.

II.15. Intellectual Property:

The Paris Lido holds all intellectual property rights relative to the Paris Lido trademark and to the "LIDO.FR" website.

II.16. Applicable law:

In the event of dispute or disagreement, French law alone shall be applicable and French courts alone shall entertain jurisdiction. Commercial disputes shall come exclusively under the jurisdiction of the Commercial or Administrative Court of Paris.

2. SPECIAL MODALITIES FOR PURCHASES ON THE INTERNET:

These pertain to the following sites: "LIDO.FR", "PARIS-EXCEPTION.FR". After having chosen a service for which the Customer wishes to make a reservation, he is to indicate his acceptance of these General Terms of Sale. The order will be registered definitively only after the last validation. A screen showing the summary of the reservation will be displayed. To place an order, the Customer must complete, according to the indications provided on line, a form in which he specifies his contact information. Mandatory information is indicated on the sites. The Customer must print out the summary of his reservation. This summary is the proof of his reservation.

2.1. Capacity:

In order to reserve, the Customer must be at least 18 years of age, be legally capable of contracting and using these sites in accordance with these General Terms and Conditions. The Customer is financially responsible for use of the sites in his own name and on behalf of third parties, including minors, unless fraudulent use can be proven which is not the result of any fault or negligence committed by him. The Customer also guarantees the truthfulness and accuracy of information provided by himself or by any other third party using his data on these sites. Any fraudulent use or any use which would violate these General Terms and Conditions of the customer relations services of these sites, may entail refusal by the Paris Lido, at any time, of access to services proposed on the Internet.

2.2. Modification / Cancellation of reservation / Cancellation charges:

No modifications can be made on line. For modifications, the Customer must contact the Paris Lido services by telephone.

2.3. Special payment terms for online sales:

The full amount of the customer's order is paid immediately by bank card on line.

Additional services consumed on the site on the day of the service are to be paid in full directly on the premises on the day of the service.

2.4. Exclusion of the retraction right

Pursuant to Article L 121-20-4 of the Consumer Code, the buyer cannot exercise his retraction right relative to services for catering or shows.

2.5. Validity of services purchased on line.

All services are valid for the reservation date chosen by the Customer. They cannot be deferred.

2.6. Safety of online payments

Online payment by means of a bank card is made in a completely safe environment. The following bank cards are accepted for payment: Visa / American Express and MasterCard. The information is encrypted by Paybox. The order validated by the Customer will not be deemed valid until approval has been issued by the payment centres. In the event of refusal by these centres, the Customer is immediately informed by a message on the screen prompting him to contact the Customer Relations Department in order to find a different payment solution.

2.7. Responsibilities and guarantees for use of the websites

The Paris Lido does not guarantee that the "LIDO.FR", "PARIS-EXCEPTION" sites will be free from anomalies, errors or "bugs", nor that these problems can be corrected, nor that the sites will operate without interruption or breakdowns, nor that they are compatible with specific equipment or configurations other than that which is expressly validated by the Paris Lido. In no case is the Paris Lido responsible for malfunctions which can be attributed to third-party software, whether or not this software is incorporated in the sites or supplied with them. In no case shall the Paris Lido be responsible for any type of foreseeable or unforeseeable damage (including the loss of profits or loss of opportunity ...) resulting from the use or total or partial impossibility of using the sites. The Customer states that he is familiar with the characteristics and limits of the Internet, especially its technical performances, the response times for consulting, querying or transferring data, as well as risks related to safety of communications.

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