

**GENERAL TERMS AND CONDITIONS OF SALE OF VIP PRODUCTS FOR THE
GONET GENEVA OPEN TENNIS TOURNAMENT**

GENEVA TROPHY PROMOTION Sàrl

1. Preamble

Geneva Trophy Promotion Sàrl (hereinafter referred to as "GTP") is a limited liability company under Swiss law whose purpose is the organization of all sporting and cultural events, as well as all related activities.

GTP is responsible for the organization, promotion and staging of the ATP 250 Geneva Tennis Tournament, Gonet Geneva Open (or any other name by which this tournament may be known in the future) (hereinafter referred to as: "the Tournament").

These general terms and conditions cover the sale of VIP products for the Tournament.

2. Definitions

- 2.1** The VIP products for the Tournament are the boxes and the *privilege seats*.
- 2.2** The box and the benefits related are described in the contract concluded between GTP and the Customer for each edition of the Tournament (hereinafter referred to as: "the Contract").
- 2.3** The *privilege seat* includes a seat on Center Court in the VIP area and access to the « Château VIP » Restaurant during the session concerned (day session, night session or single session).

3. Official partners and resellers

- 3.1.** The agency GPS GOLD PERFORMANCE SERVICE SA is the official partner and reseller of VIP products for the Tournament.
- 3.2** No other VIP products resale platform or process are approved by GTP.
- 3.3** VIP products sold by the authorized resellers are issued exclusively by GTP.
- 3.4** GTP disclaims any responsibility in case of purchase of VIP products from an unauthorized reseller.
- 3.5** GTP specifies that access to the Tournament may be refused if the title presented is not an official title.

4. Payment of the price

- 4.1** The price of the *privilege seat* is announced on the Tournament website.

It must be paid upon receipt of the invoice.

The privilege seat is issued only after receipt of the payment.

- 4.2** The price of the box is specified in the Contract; the conditions and terms of payment are defined in the Contract.

5. Termination of the Contract

- 5.1** In case of termination of the Contract by the Customer, the entire price fixed in the Contract remains owed to GTP.

- 5.2** In the event that the Customer fails to comply with any of his obligations under the Contract, GTP is entitled to terminate the Contract with immediate effect.

In this case, no compensation is due by GTP and GTP will keep the amounts paid by the Customer until the date of termination.

6. Modification of the Tournament program - Cancellation

- 6.1** GTP reserves the right to modify the schedule and the program of the Tournament in case of unforeseen circumstances, in particular in case of force majeure, for reasons of security and public order, or in the event of a decision by ATP or any other competent authority.

Changes will be announced as soon as ATP or GTP releases the information.

Such changes do not entitle the Customer to a refund or reduction of the price of the box, *privilege seat* and related benefits, nor to a replacement ticket. The ticket is neither valid nor exchangeable for the next day or any other day of the Tournament.

- 6.2** In case of postponement of the start of a Tournaments' day, the Customer is not entitled to an additional ticket nor to a refund or reduction of the price. The ticket is neither valid nor exchangeable for the following day or any other day of the Tournament.

- 6.3** If none of the scheduled matches are played during one of the days of the Tournament (including the final), in particular in case of force majeure, rain, bad weather, injury or indiscipline of one of the players, etc., GTP has no obligation to refund or reduce the sale price, nor to replace a session for the benefit of the Customer. The ticket is neither valid nor exchangeable for the next day or any other day of the Tournament.

In this case, the « Château VIP » Restaurant remains open and access (attached to the box or *privilege seat*) is guaranteed.

- 6.4** In the event of cancellation of the Tournament, in particular in case of force majeure, the Client's VIP product (box or *privilege seat*) can be either exchanged for an equivalent VIP product of equal value for the next edition of the Tournament, or refunded.

7. Ticket loss, theft, damage – Prohibition on transfer of the right to use boxes

- 7.1** In the event of theft, damage or loss by the Customer of box tickets, *privilege seat*, parking pass and/or VIP Chateau Restaurant passes, GTP has no obligation to refund, replace or provide additional tickets or passes to the Customer.
- 7.2** Except for public relations purposes, any transfer or sale to third parties, directly or indirectly, in whole or in part, of the right to use the box or *privilege seats*, is strictly forbidden.

8. Liability

- 8.1** Any person attending the Tournament acknowledges that he/she is solely responsible for his/her movements in and around the premises.
- 8.2** Any liability of GTP in view of any risk, danger or loss, including damage to persons or property, loss of property and any other incident arising from attendance at the Tournament is excluded.

9. Personal Data

- 9.1** In accordance with the legal provisions for the protection of personal data, GTP informs the Customer that data relating to his company and personal information may be recorded in a file under the responsibility of GTP for the purpose of order management and communication of commercial and promotional information on its products and services through any channel provided.
- 9.2** If the Customer wishes to access, modify or delete his data, he can send a registered letter to the following address

GENEVA TROPHY PROMOTION Sàrl
67, Rue du Rhône
1207 Geneva
Switzerland

10. Modification of the general terms and conditions

- 10.1** GTP can modify these general terms and conditions at any time and unilaterally.
- 10.2** By mutual agreement, the parties may make exemptions to these general terms and conditions, as far as they do so in writing and in the Contract.
- 10.3** In case of contradiction between the Contract and these general terms and conditions, the Contract shall prevail.

11. Governing law and jurisdiction

- 11.1** These general terms and conditions are governed by Swiss law.

- 11.2** Any dispute relating to the interpretation or execution of these general terms and conditions is subject to the exclusive jurisdiction of the courts of the Canton of Geneva in Switzerland.

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