

# General Conditions

## RCT Flex

### What is RCT Flex .

**90 % refund on your ticketing product in the event of cancellation for any reason up to 1 day (24 hours)** before the start of your event (excluding the cost of RCT Flex)

- ✓ No reason or proof required
- ✓ For season tickets, all your tickets are eligible
- ✓ Cancellation in just a few clicks
- ✓ Bank transfer made within 48 hours

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

- X Your ticketing product is cancelled by the event organiser or by administrative decision.
- X Your ticketing product is cancelled less than **1 day (24 hours)** before the start of your event.



### How to use the RCT Flex service

- 1 Fill in 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 made by bank transfer within **48 hours**.

*We have summarised our RCT Flex service for you in a simple and clear manner. You will find the full terms and conditions of the service below.*

## Article 1 - Definitions

### You

The purchaser of the ticketing product.

### Ticketing product

A ticketing product corresponds to one of the following:

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

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

### RUGBY CLUB TOULONNAIS

SASP with capital of €10,605,900.18, registered with the Toulon Trade and Companies Register under number 418 716 007, whose registered office is located at 580 vieux chemin de Sainte Musse, 83100 Toulon (hereinafter referred to as "RCT").

### EmbedCover

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

### RCT Flex

This service allows spectators to cancel their ticketing product 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 kick-off.

*For example, if your booking includes a match with kick-off scheduled for 30 March at 8.45 p.m., you will be able to cancel your booking on your own initiative until 29 March at 8.45 p.m. Any cancellation made after 29 March at 8.45 p.m. will not be eligible for RCT Flex.*

## Article 2 - What does RCT Flex allow?

If you decide to cancel your ticket purchase 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 purchase.



By using RCT Flex, you have the option to cancel only part of your ticketing product if you wish.

*For example, in the case of a season ticket or ticket package, you have the option to cancel only one or more of the tickets included in your season ticket or package.*

## Article 3 – What does RCT Flex not allow?

The RCT Flex service cannot be used:

- X In the event of cancellation on your part and within your control less than **1 day (24 hours)** before the start of the event;
- X In the event of cancellation of your ticketing product by the event organiser.

## Article 4 – Cost of RCT Flex

When purchasing a ticketing product on the RCT website, you can subscribe to the RCT Flex service for an additional fee, which will be presented to you at the time of purchase.

The cost of the RCT Flex service is non-refundable in the cases provided for in **Article 3 of these Terms and Conditions**.

In the case of a season ticket, payable in instalments, the cost of the RCT Flex service is paid in full at the time of the first payment.

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

## Article 5 – Use of RCT Flex

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

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

- Season ticket price / number of Top 14 French Championship tickets included in the season ticket

It is specified that in the case of a season ticket, the total value of refunds is limited to the purchase value of that season ticket.

In the case of a ticket package, the refund value of one of the tickets corresponds to the value of that ticket as indicated in the package.

Please note: in the case of a refund for a season ticket payable in instalments, the refund can only be made after the first instalment has been received.

To be eligible for the Flex Service, the ticketing product cannot exceed 5 000€.

You will not be required to provide a reason or proof to benefit from the Flex Service.

The bank transfer will be made in euros (€). If you have a bank account in a currency other than euros, your bank's exchange rate will be applied.

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 obtain a refund?

- 1 Complete the refund form at least **1 day (24 hours)** before the start of your event to cancel your ticket purchase.
- 2 The refund will be processed within **48 hours**.

## Article 6 – Start and duration of RCT Flex

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

If full payment is refused or rejected by the bank for any reason, the RCT Flex service will only take effect once the rejection has been resolved.

The RCT 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, by these General Terms and Conditions of Sale, that the right of withdrawal cannot apply to RCT Flex, pursuant to **Article L.221-28.1° of the Consumer Code**.

EThis is because RCT Flex begins immediately after purchase and can be fully executed immediately and before the end of the withdrawal period, thus preventing you from exercising your right of withdrawal.

Consequently, you waive your right of withdrawal.

## Article 8 – Geographical scope of the RCT Flex service

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

## Article 9 – Contact details

If you encounter any difficulties using the RCT Flex service, you can contact us:

- ✓ **By email :** [contact@embedcover.com](mailto:contact@embedcover.com)
- ✓ **By post writing to :** Embedcover – 141 avenue de Wagram 75017 Paris – France

In accordance with the provisions of the French Consumer Code concerning the amicable settlement of disputes, we adhere to the CMAP mediation service, whose contact details are 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 Ombudsman Service may be contacted for any consumer dispute that has not been successfully resolved.

## Article 10 – Important information

### **LThe RCT Flex service is not insurance**

The RCT Flex service aims to offer you the possibility of cancelling your order on your own initiative, regardless of the reason, unlike an insurance contract where a covered reason is required.

## Article 11 – Personal data

EmbedCover and RCT collect and process your personal data for the purpose of providing your RCT Flex Service and for statistical studies.

You are expressly informed of the existence of and declare that you accept the processing of your personal data within the framework of these general terms and conditions.

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

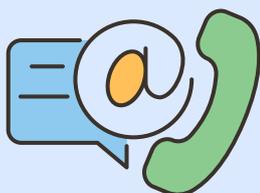
Your data is kept for up to five (5) years after the end of the RCT Flex contract. You have the right to access, oppose, rectify and delete your personal data by sending an email to: [privacy@embedcover.com](mailto:privacy@embedcover.com)

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

- ✓ On the CNIL website by completing an online complaint form;
- ✓ By post writing to : **CNIL - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07**

## **Article 12 – Competent jurisdiction**

The contract is governed exclusively by French law. Any dispute arising from the conclusion, performance or interpretation of this contract shall fall within the exclusive jurisdiction of the French courts.



### **How to contact us ?**

Do not hesitate to contact us to the following email adress :

[hello@embedcover.com](mailto:hello@embedcover.com)