

BAL DU MOULIN ROUGE

GENERAL TERMS AND CONDITIONS OF USE

These general terms and conditions of use (hereinafter "**GTCU**") are entered into by the Bal du Moulin Rouge S.A., a public limited company [*société anonyme*] with capital of 4,515 676.00 euros, registered with the Paris Trade and Companies Register under the number B 552 046 120, having its registered office at 82, Boulevard de Clichy - 75018 Paris (France) (hereinafter the "**Moulin Rouge**"), as the first party, and by any person(s) wishing to access, browse and use any of the features of the Moulin Rouge websites accessible at the URL addresses www.moulinrouge.fr and www.moulinrougestore.com (hereinafter the "**Websites**") for personal and private purposes (hereinafter the "**User(s)**"), as the second party.

The Websites enable, in particular, (i) discovering the universe, history, establishment and reviews of the Moulin Rouge through the centuries, (ii) presenting the ongoing review of the show and the artists participating in the show, and also (iii) allow Users to make online reservations and purchase products offered by the Moulin Rouge's shop. Finally, the tabs "CASTING ATTRACTIONS" and "DANCER AUDITIONS" allow the Moulin Rouge to recruit new artistic talent.

Access to the Websites and the use of their content shall be made in strict compliance with the GTCU in force. Accessing and browsing the Website therefore constitutes the Users' full acceptance of the provisions of the GTCU.

The Users are also informed that the use of booking services and the purchase of the products offered by the Moulin Rouge's shop are subject to the [general terms and conditions governing ticket sales](#) and the [general terms and conditions for the sale of products online](#), respectively, which they should read beforehand and accept the terms in order to finalise their order.

The processing of the Users' personal data is performed in accordance with the Privacy Policy.

The Moulin Rouge informs the Users that these GTCU applicable to the Websites may be modified at any time. Such changes are posted online and are deemed unconditionally accepted when the Users access the Website after they are posted. The Moulin Rouge therefore recommends that Users periodically review this page.

To the extent permitted by law, if there is any contradiction between the French version of the General Terms and Conditions of Use and the English translation, the original French version will prevail.

ACCESS AND AVAILABILITY OF THE WEBSITES

The Websites are accessible to any User from a mobile or fixed terminal having an Internet connection and a browser. The User is responsible for his computer equipment and, as such, undertakes to configure its installation so as to ensure optimum use of the features of the Websites.

The Moulin Rouge shall make its best efforts to ensure continued availability of the Websites on a 24/7 basis. Access to the Websites may, however, be occasionally restricted or suspended, without notice, to allow the Moulin Rouge to perform maintenance or to introduce new features on any of the Websites. To the extent possible, the Moulin Rouge will attempt to limit the frequency and duration of these interruptions.

The Moulin Rouge does not control the risks related to using the Internet and draws the Users' attention to the existence of potential risks in terms of confidentiality of the information transmitted via this network, interruptions in electronic communications, denial of service, viruses, computer bugs, and any other case independent of the will of the Moulin Rouge and which impedes the availability of Websites. In any event, the Moulin Rouge recommends that the User protect his computer equipment by installing antivirus software and securing his Internet connection.

The User is informed that the Moulin Rouge makes no warranty, express or implied, concerning access to all or part of the Website, and shall not be liable for any direct or indirect damage, regardless of its cause, origin, nature and consequence, arising from the browsing or the use of the Websites. In particular, the Moulin Rouge disclaims any liability in case of inaccessibility to any of the Websites, the occurrence of bugs, and/or any damage resulting from fraudulent acts committed by third parties (such as intrusion) through the Websites.

LIABILITY

When entering personal data through any of the Websites, in particular through the sections "CONTACT", "NEWSLETTER", "RECRUITMENT", "ACCOUNT", "ORDER" or "RESERVATION", the User agrees to provide the Moulin Rouge only information that is accurate and not detrimental to the interests or rights of third parties. These data will be collected and processed in accordance with the provisions of the Privacy Policy, available via the following link : http://www.moulinrouge.fr/docs/Politique_de_confidentialite_EN.pdf

The User assures the Moulin Rouge that he will make fair and lawful use of the Websites, in strict compliance with the GTCU in effect when browsing. The User specifically agrees not to carry out any activity that is likely to interfere with, disrupt or block the normal functioning of any of the Websites in any manner whatsoever, including partially or temporarily. The User also undertakes not to threaten or attempt to threaten the security of the Websites in any manner whatsoever and/or, more broadly, the hosting infrastructure and information systems used by the Moulin Rouge.

The Moulin Rouge shall make its best efforts to ensure that the information provided on the Websites is relevant and current. However, the Moulin Rouge does not guarantee in any way that said information is accurate, complete and current, as reasonable time is required for the administration of the Websites.

Therefore, the Moulin Rouge makes no warranty, express or implied, concerning all or any part of the content of the Websites.

Notwithstanding the general terms and conditions of sale applicable to the reservation and online sales services, the Moulin Rouge may not be held liable for any direct or indirect damage - whatever the cause, origin, nature and consequence - arising from the use of the Websites and/or the viewing of information on the Websites.

The Moulin Rouge offers the User a number of hyperlinks or news feeds, for information purposes, which allow access to third-party websites. The Moulin Rouge has no control over any of these third party websites, nor control over what is published on them, and does not intend to approve of their content by inserting a hyperlink or reference of any kind whatsoever.

Therefore, the User understands and acknowledges that the Moulin Rouge shall not be liable for the content of third party websites, including their practices and/or sales pricing, or any products and services associated therewith and that could be redirected from the Websites. Similarly, the Moulin

Rouge shall not be liable for any direct or indirect damages suffered by the User resulting from the access to, the content, the use, or the malfunctioning of these third party websites.

To promote its activities and share news of its review with the general public, the Moulin Rouge has a personal account on various social medias (Facebook, Twitter, Pinterest and Instagram). The User can access, follow and comment on current events about the Moulin Rouge, in accordance with these GTCU as well as the General Terms and Conditions of Use and the Personal Data Policy in force on these social medias.

The User thus acknowledges that it is his responsibility to read beforehand the conditions in force for accessing, monitoring and sharing on these social networks.

INTELLECTUAL PROPERTY RIGHTS

The Websites and all of their components, including the associated trademarks and domain names, are protected by intellectual property rights under laws related to copyright, the protection of databases, and by any law in force in France and by any European or international treaty.

The Moulin Rouge is the holder and user of all the copyrights, databases, trademarks, names, text, graphics, icons, images, videos, logos and sounds, and all other intellectual property rights relating to the Websites, their content, and/or compilations of their content, and all computer records and other codes implemented on the Websites (hereinafter the "**Intellectual Property Rights**").

Without prejudice to the provisions of article 2.6, the User is not authorised to appropriate, copy, modify, distribute, disseminate, use all or any part of the Websites or other Intellectual Property Rights relating thereto, or use any logo, trademark, photographs or images reproduced on the Websites.

The following shall constitute an offence and may result in civil and/or criminal prosecution against the User acting in violation of these provisions:

- any copy, reproduction, representation, adaptation, alteration, modification, or unauthorised, complete or partial distribution of the Websites and/or their components, by any means whatsoever, whether these are components belonging to the Moulin Rouge or to third parties;
- any repeated or systematic extraction or reuse - including for private purposes - of a substantial or insubstantial part of the elements from the databases used on the Websites.

No document on any of the Websites should be construed as granting any express or implied license to any of the Intellectual Property Rights.

PROTECTION OF PERSONAL DATA

To view and visit the Websites only, the User does not, in principle, have to provide any of his own personal data.

The Moulin Rouge is only likely to collect personal data from Users (hereinafter "**Personal Data**") through the tabs "CONTACT", "NEWSLETTER", "RECRUITMENT", "ACCOUNT", "ORDER" or "RESERVATION" in order to ensure proper monitoring of the requests made by the User, as well as Cookies during the navigation on the websites

The processing of Personal Data is made in accordance with the current regulations and notably the Regulation (EU) 2016/679 of the European Parliament and Council of April 27th 2016 (hereinafter “GDPR”) and is carried out in accordance with the procedures described in the Privacy Policy.

Information regarding the use of cookies on the User's hard drive, and the terms of use of redirection buttons to social medias from the Websites are also included in the Privacy Policy.

In accordance with the French Data Protection Act of January 6th 1978 as amended and the GDPR, the Users shall at all times have the right to access, correct, delete data concerning them and limit the processing of their personal data, as described in the Privacy Policy. To exercise these rights and to obtain communication of the information, the User must simply send his request for such information to the Moulin Rouge.

In order for the Moulin Rouge to be able to honour the User's request, the User must send it the information necessary to identify him, including his name, address and email address, by email sent to the following address: **information@moulinrouge.fr** or by ordinary mail to the following address:

Bal du Moulin Rouge
RGPD Service
82 Boulevard de Clichy
75018 Paris

WARNING: due to material and technical constraints, the processing times for requests from Users will inevitably be increased if the request is made by mail.

SETTLEMENT OF DISPUTES

French law is the only law applicable to the relationship between the Moulin Rouge and the Users.

It is expressly agreed that any type of dispute whatsoever shall be subject to the exclusive jurisdiction of the French courts.

LEGAL INFORMATION

These disclaimers are established in accordance with French law and, in particular, the provisions of the Law of 21st June 2004 on Trust in the Digital Economy, as well as the national and European laws applicable to the personal data protection.

Bal du Moulin Rouge is a French company with capital of 4,515 676.00 euros, having its registered office at 82 Boulevard de Clichy - 75018 Paris (France), registered with the Paris Trade and Companies Register under the number B 552 046 120 (hereinafter the "**Moulin Rouge**").

The Moulin Rouge is the editor of the websites www.moulinrouge.fr and www.moulinrougestore.com (hereinafter the "**Websites**").

As general manager, Mr. Olivier Villalon is in charge of publishing the Websites.

The Websites are hosted by the company OVH, a French company with a capital of 10,000,000.00 euros, whose registered office is located at 2 rue Kellermann, 59100 Roubaix (France), registered with the Trade and Companies Register of Lille under the number B 424 761 419.

For further information regarding the processing of personal data gathered from the Websites, please consult Moulin Rouge's **privacy policy**.

For any questions, including any information relating to the protection of your personal data, please contact Moulin Rouge's Legal Service:

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Fax: + 33 (0)1 46 06 40 06
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