

General Conditions

RMCM Flex Cancellation Service

What is RMCM Flex cancellation service?

90% refund on your ticketing product in the event of cancellation for any reason up to **2 days (48 hours)** before the start of your event (excluding the cost of RMCM Flex cancellation service).

- ✓ No reason or proof required
- ✓ Cancel in just a few clicks
- ✓ Bank transfer processed within **48 hours**

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

- ✗ Your ticketing product is cancelled by the event organiser or by an administrative decision.
- ✗ Your ticketing product is cancelled less than **2 days (48 hours)** before the start of your event.

How to use RMCM Flex cancellation service?

- 1** Fill in the EmbedCover refund form at least **2 days (48 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 RMCM Flex cancellation 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
- Pack of several tickets

The ticketing product may include hospitality, and is also applicable to the secondary market (resale).

ROLEX MONTE-CARLO MASTERS

SMETT - Société Monégasque pour l'Exploitation du Tournoi de Tennis, operator of the ROLEX MONTE-CARLO MASTERS, whose registered office is situated at 12 avenue St Roman - BP 212 – A Fighera – MC 98004 MONACO (hereinafter the "ROLEX MONTE-CARLO MASTERS").

EMBEDCOVER

A simplified joint stock company whose registered office is situated at 141 avenue de Wagram 75017 PARIS, which provides the "RMCM Flex" service.

RMCM Flex cancellation service

This service allows spectators to cancel their ticketing product up to **2 days** before the start of the event, without having to provide a reason.

Please note that the start of the event corresponds to 11:00 am on the day of your ticket, for all days of the tournament.

For example, if you have a ticket for 8 April, you will be able to cancel your ticket, at your own discretion, until 6 April at 10:59 am. Any cancellation made after 6 April at 10:59 am will not be eligible for RMCM Flex.

Article 2 - What does RMCM Flex cancellation service allow?

If you decide to cancel your ticketing product on your own initiative at least **2 days (48 hours)** before the start of your event, you will be refunded **90%** of the price of your ticketing product and the product is cancelled and cannot be restored.

Using RMCM Flex cancellation service, you have the option to cancel only part of your ticketing product if you wish.

For example, in the case of a pack of tickets, you have the option to cancel only one or more of the tickets making up your pack.

Article 3 - What does RMCM Flex cancellation service not allow?

The RMCM Flex cancellation service cannot be used:

- In the event of cancellation on your part and within your control less than **2 days (48 hours)** before the start of the event;
- In the event of cancellation of your ticketing product by the event organiser or by an administrative decision.

Article 4 - Cost of RCMC Flex cancellation service

When purchasing a ticketing product on the ROLEX MONTE-CARLO MASTERS website, you can subscribe to the RCMC Flex cancellation service for an additional fee, which will be presented to you at the time of purchase.

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

The cost of the RCMC Flex cancellation service is paid at the time of purchase of the ticketing product on the ROLEX MONTE-CARLO MASTERS website.

Article 5 - Use of RCMC Flex cancellation service

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

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

To be eligible for the RCMC Flex cancellation Service, the ticketing product cannot exceed €10,000.

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 **2 days (48 hours)** before the start of your event to cancel your ticketing product;
- 2** - The refund will be processed within **48 hours**.

Article 6 - Start and duration of RCMC Flex

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

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

The RCMC Flex service ends **2 days (48 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 RMCM Flex cancellation service, pursuant to Article L.221-28.1° of the French Consumer Code.

This is because RMCM Flex cancellation service 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 RMCM Flex cancellation service

The RMCM Flex cancellation service is available for all ticketing products offered by the ROLEX MONTE-CARLO MASTERS and for all its customers.

Article 9 - Contact details

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

✓ **By email :** contact@embedcover.io

✓ **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

The RMCM Flex cancellation service is not insurance.

The RMCM Flex cancellation 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 the ROLEX MONTE-CARLO MASTERS collect and process your personal data for the purpose of providing your RMCM Flex cancellation 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 RMCM Flex cancellation service and to manage your request. This information is intended exclusively for the ROLEX MONTE-CARLO MASTERS and EmbedCover (and their agents) for the purposes of managing the RMCM Flex cancellation service and, where applicable, for the supervisory authorities.

Your data is kept for up to five (5) years after the end of the RMCM Flex contract. You have the right to access, oppose, rectify and delete your personal data by sending an email to: 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.