

# Terms and Conditions applicable to Events

(Terms and Conditions applicable to Events/Activities last updated on 25/04/2018)

## PREAMBLE

These Terms and Conditions shall apply to free and paid Events, also referred to as Activities, organised by Match.com International Limited (hereinafter “Match”) and available on the Websites for any person who is a Member or Subscriber.

By registering and participating in Events or Activities, the Participant fully accepts these Terms and Conditions.

## ARTICLE 1 - DEFINITIONS

Words or phrases commencing with a capital letter shall have the following meaning:

“**Account**” refers to the strictly personal interface accessible by and allowing Members or Subscribers to log in to the Websites in order to benefit from the Services they have registered or subscribed to, complete or modify their profile and, if needed, renew or modify their Subscription.

“**Core Dating Websites**” refers to the Websites accessible to all Members and Subscribers.

“**Event**” or “**Activity**” both refer to, depending on the Website delivering the Service, any free or paid event allowing Members and Subscribers and, if applicable, their Guests to meet in person.

“**Events Page**” refers to a page on the Websites dedicated to a specific Event or Activity, containing a description of the Event or Activity and allowing people to register for it.

“**Guest**” refers to any user who, without being a Member or Subscriber, may participate in Events or Activities following invitation from a Member or Subscriber.

**“Meetic Group”** means the companies controlled by Match.com Europe Limited.

**“Member”** refers to a user enjoying access to one of the Services following registration on the Websites for free.

**“Participant”** refers to a Member, Subscriber or Guest registered to participate in an Event or Activity.

**“Services”** refers to all services, paid or free, accessible to Match Members and Subscribers provided on the Websites of the Meetic Group.

**“Specialised Websites”** refers to Websites dedicated to specific categories of Members or Subscribers.

**“Subscriber”** refers to a user of one or more Services who has validly purchased a Subscription to one or more Services.

**“Subscription”** refers to a paid package giving access to paid Services for a limited time, specified in the subscription purchased by a Member.

**“Website”** refers to any Match website, namely the Match website, the Core Dating Websites and Specialised Websites, as well as the Match mobile applications, through which the Services, including an Events Page, are provided.

## **ARTICLE 2 - EVENT REGISTRATION**

### **2.1 Conditions for registration**

Only persons over 18, Members or Subscribers of the relevant Services, may register for free or paid Events.

Any Member or Subscriber who wishes to register for an Event must first log in on the Website with the Events Page using his/her email address and confidential password.

Except in the event of wrongdoing exclusively attributable to Match or technical failure of the Services, the Member or Subscriber will be responsible for the use of his/her confidential username and password or other identifiers by third parties or actions or statements made through the Member's personal account, whether fraudulent or not, and will indemnify and hold Match harmless against any claims in this respect. Furthermore, Match is not required and does not have the technical means to verify the identity of persons registering for its Services. If the Member or Subscriber has reason to believe that a person is using his/her username and password

or account, that Member must immediately inform Match using the contact details provided in article 14 below.

## **2.2 How to register**

In order to register for an Event, free or paid, the Member or Subscriber must:

- provide the necessary information for their registration on the Events Page
- read these Terms and Conditions as well as any conditions specific to certain Events and fully accept them.
- pay in accordance with the conditions and price indicated in case of paid Events.

Match will confirm the registration and/or purchase by sending a confirmation email, thus finalising the contract between Match and the Participant.

Before confirming the registration for the chosen Event, the Member or Subscriber must ensure that all the information displayed is the same as the information he/she provided as it cannot be modified after this step.

## **2.3 Inviting Guests**

Each Member or Subscriber may invite a maximum of three Guests to the Event for which he/she has registered.

Only the Member or Subscriber enters into a contract with Match. He/she must pay for participation of the Guests he/she has invited to the Event in accordance with the conditions and price applicable for the relevant Event.

When a Member or a Subscriber provides the Guest's contact information to Match, including his/her surname, first name and email address, he/she undertakes to have previously obtained the express consent of the latter for this data to be processed by Match in accordance with the conditions described in article 12 below, and provides them under his/her sole responsibility.

The Guest's information will only be used to send him/her an email informing him/her of the Event and the applicable conditions on behalf of the Member or Subscriber who provided their contact details to Match.

## **2.4 Minimum number of Participants**

The holding of the Event may be subject to a minimum or maximum number of Participants, in accordance with the information provided if applicable on the relevant Events Page of the Websites.

If the minimum number of Participants for a specific Event is not reached, Match reserves the right to cancel the Event and reimburse the Members and Subscribers in accordance with article 5 of these Terms and Conditions.

## **ARTICLE 3 – PRICE AND PAYMENT**

Unless displayed on the Events Page in local currency, paid Events prices are displayed in British pounds sterling and all taxes included.

The Member or Subscriber can pay the price of the Event for him/herself or his/her Guests:

- by card (online or via mobile banking)
- using an online payment service (Paypal, Direct Debit, etc.) depending on the available options on the relevant Website.
- directly at the venue for certain Events, without need for prior registration and depending on the number of places available.

## **ARTICLE 4 - NO RIGHT OF WITHDRAWAL**

In accordance with Article 28 (1) (h) of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Participant is informed that the Events are not subject to the right of withdrawal.

Subsequently, the Member or Subscriber acknowledges that any registration for Events carried out on the Website is final and cannot be reimbursed by Match, other than in accordance with article 5 of the Terms and Conditions.

Consequently, if the Participant does not attend or is unable to participate in the Event at the time or place mentioned in his/her contract, no refund will be issued nor will be refunded to the Subscriber or the Member who paid, if applicable, for the participation of one or more Guests..

## **ARTICLE 5 - MODIFICATION OR CANCELLATION OF AN EVENT BY MATCH**

### **5.1 Modification of an Event**

If, before the start of an Event, Match is forced to postpone or modify the Event (date, time, place), Match will inform the Participant of this via email as soon as possible.

The Participant must reply to Match with his/her decision regarding the modification by any means and at least forty-eight (48) hours before the new Event date as indicated by Match. If no reply is received within this time, the Participant may no longer request a refund for the Event he/she registered for initially.

If the Participant refuses the modification of the Event, the Participant may terminate the contract by any means forty-eight (48) hours before the new Event date, at the latest, and receive his/her full refund for amounts paid with no extra charge, if applicable, within thirty (30) days.

## **5.2 Cancellation of an Event**

If Match is forced to cancel an Event, it shall inform the Participant of this by any means and reimburse, if applicable, the full amount paid by the Participant within 30 days.

# **ARTICLE 6 - CONDITIONS FOR ACCESS AND PARTICIPATION IN EVENTS**

## **6.1 Conditions for access**

Once registered for an Event, the Member or Subscriber and any Guest shall enjoy strictly personal access to this Event, provided they have met the conditions for registration and, if applicable, paid for the relevant Event.

It is specified that access to an Event may be refused to any Member, Subscriber or Guest not registered for this Event or for whom the registration or payment conditions have not been met prior to the start of the relevant Event or before the given deadline in order to validly register or whose behaviour is not suitable to the conditions of organisation of the Event or is contrary to public order, decency, health and safety conditions or appropriate behaviour for the relevant Event or is posing a risk for the decency or safety of a third party.

Moreover, certain venues or Events may be inaccessible to persons with disabilities or reduced mobility. Match cannot undertake to provide the specific assistance required for these persons. Consequently, if a chaperone is required, the Participant must ensure that the person accompanying him/her is also registered for the Event as a Participant.

Finally, it is reiterated that when a Guest participates in an Event he/she is deemed to have fully accepted these Terms and Conditions that have been sent to him/her via email to the address provided by the Member or Subscriber who invited him/her to the relevant Event.

## **6.2 Sports Event**

Before registering for a sports Event, the Participants must ensure that they are able to participate and must take all necessary precautions imposed by their state of health, in order to avoid creating liability for Match in the event of an incident or accident attributable to lack of vigilance on their part or to their participation to an Event which is unsuitable for their state of health.

In some cases, Match or their subcontractor may require that a waiver of liability is signed in order to ensure that the state of health of the Participant is appropriate for the Event.

If the Participant is prevented from participating in the Event for medical reasons, Match shall not issue a refund to the Participant.

## **ARTICLE 7 - CODE OF CONDUCT**

We hope that every Event is a good experience for everyone. Consequently, all Members, Subscribers and, if applicable, their Guests agree to follow our Code of Conduct:

- Be friendly
- Be yourself
- Have appropriate and constructive conversations
- Follow the instructions of the Event host
- Report any inappropriate behaviour to the Event host
- Respect others' opinions and decisions
- Think of your safety and that of others during the Event
- Drink responsibly and respect your limits
- Do not be rude, lewd or offensive
- Do not cause any hassle during the Event
- Do not provoke or harass others
- Do not resort to violence
- Do not respond harshly to rejection

In organising the Services, we have done our best to ensure the safety of the Participants. The Members, Subscribers and their Guests remain entirely responsible for complying with our Code of conduct and the health and safety recommendations provided by the venue where the Event is hosted. Match will not be held liable in any event for any loss or damage incurred by the Members, Subscribers or Guests as a result of the actions, omissions or

conduct of other Participants or other members of the public that occur before, during or after the Event, including, but not limited to, an incident or accident resulting from non-compliance with the Code of conduct and/or the health and safety recommendations of the venue by one of the Participants or other member of the public or from a lack of vigilance or negligence of one of the Participants.

## **ARTICLE 8 - EXCLUSION OF A PARTICIPANT**

The Participants understand that any behaviour occurring during an Event which is contrary to the Code of Conduct in article 7 above, may result in a warning and/or the exclusion of the Participant from an Event, at the sole discretion of Match or, if applicable, its subcontractor, and particularly in case of insobriety, risk to the physical or mental safety of the Participant or of third parties and harassment.

In the event that a Participant is excluded during an Event, he/she may not claim any refund.

The decision to issue a warning or to exclude from an Event may also justify a ban for this Participant to later register for another Event organised by Match or its partners.

Finally, Match reserves the right to notify the competent authorities, if needed, if the behaviour of a Participant constitutes a disturbance to public safety or order.

## **ARTICLE 9 - LIABILITY**

Match shall not be held liable for any modification or cancellation due to a force majeure event or for any damage of any kind, occurring during an Event and attributable to a Participant or a third party at the Event.

## **ARTICLE 10 - TRIPS ANNOUNCED IN THE EVENTS SECTION**

These Terms and Conditions are not applicable to travel services announced in the Events section.

These services will be subject to a contract concluded directly between a Member or Subscriber and the trip organiser. Please refer directly to the terms and conditions of sale of the relevant service provider.

## **ARTICLE 11 - COMPLAINTS**

The Participant should contact Match with any complaints as soon as possible and at least thirty (30) days from the date of the Event by any means allowing for acknowledgement of receipt using the contact details provided in article 14 below.

## **ARTICLE 12 - PERSONAL DATA**

The information communicated by Participants during their registration and their participation in an Event allows Match, and if needed their partners, to offer and run Events.

Participants' personal data is processed in compliance with the [Match privacy policy](#) available on the Website where the Services are purchased.

## **ARTICLE 13 - APPLICABLE LAW - LITIGATION**

These Terms and Conditions are governed, interpreted and applied in accordance with the laws of England and Wales, subject to the statutory rules of the Member or Subscriber's country of residence.

In the event of a dispute, if an amicable agreement cannot be reached, the competent authorities will be the courts of the consumer's place of residence located in one of the member states of the European Economic Area or in Switzerland.

## **ARTICLE 14. - WHO ARE WE?**

The Services provided by Match to the Members and Subscribers pursuant to these Terms and Conditions, are offered by Match.com International Limited, a private limited company incorporated in England and Wales with registered company number 04791534 (VAT number 815337437) whose postal address is PO Box 64197, London, WC1A 9FG, UK and whose



registered office is at 6th Floor, 55 Strand, London, WC2N 5LR, UK. The Websites are hosted on the Meetic Group servers.

For any questions, you can contact Match by mail: [matchevents@eu.match.com](mailto:matchevents@eu.match.com), or by completing the [contact form](#).