

# General Conditions of Sale

Between GNJV Productions, 46, avenue Daumesnil 75012 Paris, with a Share Capital of € 10,000, registered with the Paris Trade and Companies Register under number SIRET 829410497, represented by Mr Nicolas CAVADINI as chairman, duly authorized for the purposes hereof. The company can be reached by email at [contact@crack-the-egg.com](mailto:contact@crack-the-egg.com).

Hereinafter the “Seller” or the “Company”.

On the one hand, and the natural or legal person purchasing the company’s services,

Hereinafter, “the Buyer”, or “the Customer” On the other hand,

It has been exposed and agreed as follows:

## **PREAMBLE**

The Seller is a publisher of life-size escape game services for consumers, marketed through its Internet sites ( <https://crack-the-egg.com> ).

## **ARTICLE 1: OBJECT**

These General Conditions of Sale determine the rights and obligations of the parties in connection with the online sale of services offered by the Seller.

## **ARTICLE 2: GENERAL PROVISIONS**

These General Conditions of Sale (GCS) apply to all sales of services made through the Company’s website which are an integral part of the Contract between Buyer and the Seller. The Seller reserves the right to modify these at any time by publishing a new version on its website. The applicable GCS then are those in force on the date of payment (or the first payment in case of multiple payments) of the order. These General Terms and Conditions are available on the Company’s website at the following address: <https://crack-the-egg.com/en/gcs/>. The Company also ensures that their acceptance is clear and unreserved by setting up a check box and a validation click. The Customer declares that he / she has read all of these General Conditions of Sale and, where applicable, the Special Conditions of Sale relating to a service, and accepts them without restriction or reservation. The Customer acknowledges that he has received the necessary advice and information to ensure that the offer meets his needs. The Customer declares to be able to contract legally under French law or validly represent the natural or legal person for whom he undertakes. Unless proven otherwise, the information recorded by the Company constitutes proof of all transactions.

## **ARTICLE 3: PRICE**

The prices of the products sold through the website are indicated in Euros all taxes included and precisely determined on the pages of descriptions of the services.

- Price VAT included for a 2 players game session: 96 euros
- Price VAT included for a 3 players game session: 114 euros
- Price VAT included for a 4 players game session: 132 euros
- Price VAT included for a 5 players game session: 150 euros
- Price VAT included for a 6 players game session: 168 euros

The Company reserves the right to modify its prices at any time for the future. The telecommunication costs necessary to access the Company's website are the responsibility of the Customer.

#### **ARTICLE 4: CONCLUSION OF THE CONTRACT ONLINE**

The Customer will have to follow a series of steps to be able to make his reservation:

- Information on the essential characteristics of the services;
- Choice of scenario;
- Acceptance of these General Terms of Sale.
- Verification of the date, time and scenario reserved and, if necessary, correction of errors.
- Tracking instructions for payment, and payment of the reservation.

The Customer will receive confirmation by e-mail of the payment of the booking and a confirmation of the time and date of the reservation. This email will contain a link to these terms and conditions

#### **ARTICLE 5: SERVICES**

The essential features of the services and their respective prices are made available to the buyer on the company's websites. . The customer certifies that he has received a detailed description of the terms of payment and performance of the contract. Seller agrees to honor Customer's reservation.

This contractual information is presented in detail and in French. In accordance with French law, they are the subject of a summary and confirmation when validating the reservation.

#### **ARTICLE 6: PAYMENT**

Payment is due immediately upon booking. The Customer may pay by credit card. Cards issued by banks domiciled outside France must be international bank cards (Mastercard or Visa). Secure online payment by credit card is made by our payment provider. The information transmitted is encrypted in the state of the art and can not be read during transport on the network. Once the payment has been initiated by the Client, the transaction is immediately debited after verifying the information. In accordance with the provisions of the Monetary and Financial Code, the commitment to pay given by card is irrevocable. By giving his bank details at the time of the sale, the Customer authorizes the Seller to debit his card the amount relating to the price indicated. The Customer confirms that he is the legal owner of the card to be debited and

that he is legally entitled to use it. In case of error, or impossibility to debit the card, the Sale is immediately resolved by right and the order canceled.

#### **ARTICLE 7: TIME-LIMIT FOR WITHDRAWAL**

In accordance with Article 121-21-8 of the Consumer Code, the right of withdrawal can not be exercised for contracts for the provision of hosting services, other than residential accommodation, goods transportation services, car rental, catering or leisure activities that must be provided on a specified date or period. Therefore, no reservation can be canceled or refunded except in the case of a cancellation by the seller alone, in which case the amount of the reservation will be refunded in full.

#### **ARTICLE 8: CLAIMS**

In this case, the Buyer may submit any complaint by contacting the company by mail at the following address:

GNJVs                                  Productions,                                  Claims                                  Service  
46 avenue Daumesnil 75012 Paris

#### **ARTICLE 9 : MEDIATION**

In accordance with article L. 612-1 of the Consumer Code, the customer can, under the reserve of article L.612.2 1 of the Consumer Code, ask for an informal resolution through an Ombudsman within a year of his written claim to the professional.

The company appointed SAS Médiation Solution, as its Ombudsman (membership number : 80345/MJ/2303).

To fill a complaint to the Ombudsman, the customer needs to either :

- Write a complaint letter to :  
Sas Médiation Solution 222  
chemin de la bergerie  
01800 Saint Jean de Niost  
Tel. 04 82 53 93 06
- Write a complaint e-mail to : [contact@sasmediationsolution-conso.fr](mailto:contact@sasmediationsolution-conso.fr)
- Fill the online complaint form « Saisir le médiateur » on the website <https://www.sasmediationsolution-conso.fr>

Whatever method is chosen, the complaint must include :

- The mail address, phone number and e-mail address of the plaintiff,
- The name, mail address and membership number of the company,
- A brief description of the facts. The customer will state to the Ombudsman what he expects from the mediation and why.
- A copy of the written claim the customer addressed to the company,
- Any documents allowing the instruction of the request (purchase order, invoice, proof of payment, etc.)

#### **ARTICLE 10: INTELLECTUAL PROPERTY RIGHTS**

Trademarks, domain names, products, software, images, videos, texts or more generally any information subject to intellectual property rights are and remain the exclusive property of the seller. No assignment of intellectual property rights is carried out through these GCS. Any total or partial reproduction, modification or use of these goods for any reason whatsoever is strictly prohibited.

#### **ARTICLE 11: FORCE MAJEURE**

The execution of the obligations of the seller at the end of the present terms is suspended in the event of the occurrence of a fortuitous event or force majeure that would prevent its execution. The seller will notify the customer of the occurrence of such an event as soon as possible.

#### **ARTICLE 12: PROTECTION OF PERSONAL DATA**

In accordance with the Data Protection Act of 6 January 1978, you have the right to query, access, modify, oppose and rectify personal data about you. By adhering to these general conditions of sale, you agree that we collect and use this data for the realization of this contract. By entering your email address on one of the sites of our network, you will receive emails containing information and promotional offers concerning products published by the Company and its partners. You can unsubscribe at any time. Simply click on the link at the end of our emails or contact the controller (the Company) by letter RAR. We carry out on all our sites a follow-up of the frequentation. For this, we use tools such as Google Analytics.

#### **ARTICLE 13: APPLICABLE LAW**

All clauses in these general conditions of sale, as well as all the purchase and sale transactions referred to therein, will be subject to French law.