

TERMS AND CONDITIONS FOR ART BASEL PARIS

Rules for participation in the Discovery Program

Article 1

MCH Groupe France, a simplified joint-stock company ("*société par actions simplifiée*", a subsidiary of MCH Group Ltd. located at 5 rue de l'Arc de Triomphe 75017 Paris ("**Organizer**"), which can be contacted at the email address discovery@artbasel.com, is organizing a special program to complement the international art fair Art Basel Paris ("**Discovery Program**").

The Discovery Program will take place in Paris with a program defined by the Organizer during one or two days, at the participant's choice, on October 18 and 19, 2024, depending on the ticket(s) purchased. During the Discovery Program, in addition to the visit to the international art fair Art Basel Paris ("**ABP**"), the Ticket Holder ("**Ticket Holder**") will visit venues outside Art Basel Paris, including, but not limited to, museums and restaurants ("**External Sites**").

By participating in the Discovery Program, the Ticket Holder agrees to comply with the plans and itineraries provided by the Organizer, it being specified that the program available online at the time of purchase may be modified from time to time, without such modifications affecting the essential characteristics of the services provided to the Ticket Holder within the framework of the Discovery Program. The Ticket Holder will be informed in advance of any modifications made by the Organizer within a reasonable period of time, to enable him/her to cancel his/her Ticket free of charge if he/she so wishes.

Article 2

The Ticket Holder acknowledges and agrees that a ticket for the Discovery Program ("**Ticket**") may be cancelled by the Organizer prior to the Discovery Program, provided that the Ticket Holder is given reasonable notice of such cancellation prior to the date(s) scheduled for the Discovery Program, and that the Ticket Holder's admission to the Discovery Program may be refused without compensation of any kind whatsoever if the Ticket Holder's participation in the Discovery Program gives rise to justified complaints from other participants in the Discovery Program, visitors to ABP, exhibitors on the ABP sites and/or on the External Sites, third parties or the Organizer, in particular in the event of a risk to the safety of goods and persons. The Ticket Holder is also entitled to cancel his/her Ticket free of charge, provided that he/she notifies the Organizer within a reasonable time prior to the date(s) scheduled for the Discovery Program. The conditions under which the Ticket Holder may exercise his/her right of cancellation are set out in greater detail in Article 18 below.

Article 3

The Ticket Holder acknowledges that the Ticket is strictly personal and that it is intended for his/her personal use only.

Payment for the Ticket ordered online, as well as any ancillary costs, is made exclusively by credit card. The applicable pricing and payment conditions are set out in greater detail in the online store on the Organizer's website (accessible at the following address: <https://ticket.artbasel.com/MCH/paris-premium>).

The Ticket Holder acknowledges that unauthorized or illegal resale or attempted unauthorized or illegal resale of a Ticket is grounds for seizure of the Ticket and cancellation of the Ticket Holder's participation in the Discovery Program, without compensation of any kind whatsoever. If the Ticket Holder wishes to transfer his/her Ticket to another participant before the Discovery Program takes place, he/she is invited to contact the Art Basel team at the email address discovery@artbasel.com, to arrange the terms and conditions of such transfer.

Article 4

The Ticket Holder has a period of fourteen (14) days from the date of purchase to exercise his/her right of withdrawal. This period runs from the day of purchase of the Ticket for participation in the Discovery Program from the Organizer.

The Ticket Holder exercises his right of withdrawal, by informing the Organizer before the expiry of the fourteen (14) day period provided for above, by sending the standard withdrawal form provided in the Appendix to this document, or by communicating his/her decision to the Organizer in an unambiguous statement expressing his/her wish to withdraw. The form or the Ticket Holder's declaration shall be sent to the Organizer by any appropriate means of communication, such as the event's website or other appropriate means of communication.

If the Ticket Holder exercises his/her right of withdrawal, the Organizer will reimburse the Ticket price to the Ticket Holder within a maximum period of fourteen (14) days from the date of notification of the Ticket Holder's decision to exercise his/her right of withdrawal. The Organizer will make this refund using the same means of payment as the one used by the Ticket Holder for the initial transaction.

Article 5

Tickets obtained from unauthorized sources are void and will not grant the Ticket Holder access to the Discovery Program.

During the Discovery Program, photography for personal or non-professional use is authorized on Art Basel Paris sites only if it is carried out without disturbing the galleries or other visitors, and bearing the safety of the works of art in mind.

By using a Ticket giving access to the Discovery Program, the Ticket Holder also agrees to abide by the regulations concerning photography and any other means of broadcasting activities carried out during the Discovery Program specific to each External Site.

Article 6

The Ticket Holder assumes all risks associated with his/her participation in the Discovery Program, including, but not limited to, the risk of loss, theft or damage to his/her property, personal injury, whether foreseeable or unforeseeable, caused by the Ticket Holder's wrongful act or negligence, to the extent permitted by applicable law.

Nothing in this paragraph shall exclude or limit the Organizer's liability and the Ticket Holder's right to compensation if such damages are caused by the Organizer's failure to comply with its legal obligations under applicable law or its obligations under the Discovery Program, and more generally in all cases where it would be unlawful for the Organizer to exclude or attempt to exclude its liability.

Article 7

The Ticket Holder acknowledges that it shall have no claim against the Organizer, its board of directors, subsidiaries, officers, agents, personnel, employees, successors and assigns, affiliates and respective representatives ("**Beneficiaries**") for any claim, demand, action, or cause of action of any kind or nature whatsoever, costs and expenses whatsoever, including attorneys' fees ("**Claim**") which the Ticket Holder may have, arising out of or in connection with any injury, loss, or damage, (including, but not limited to, loss or theft of property) which may be suffered by the Ticket Holder and which is the direct result of the Ticket Holder's wrongful act or negligence in participating in the Discovery Program.

Article 8

The Ticket Holder is liable to the Organizer for any damage caused directly to the Organizer by the Ticket Holder, intentionally or through gross negligence.

The Ticket Holder will fully indemnify the Organizer for any damage suffered by the Organizer as a result of the Ticket Holder's intentional act or gross negligence, and shall hold the Organizer harmless

in the event of a Claim brought against the Organizer by a third party based on the Ticket Holder's intentional act or gross negligence.

Article 9

The Ticket Holder acknowledges that any limitation of liability clause contained herein is intended to operate to the fullest and most inclusive extent permitted by law, and that should any such clause be held invalid, the remainder of this document shall remain in full force and effect.

Article 10

Any dispute between the Ticket Holder and the Organizer shall be governed in all respects, including but not limited to the validity, interpretation and effect of this contract, by French law. The Ticket Holder agrees that any dispute with the Organizer shall be submitted to the competent courts of Paris, France.

Without prejudice to the foregoing, any Claim arising in connection with the Ticket Holder's participation in the Discovery Program will in the first instance be the subject of discussions in good faith between the Ticket Holder and the Organizer to reach an amicable settlement. If no agreement can be reached, the Ticket Holder may have recourse to a consumer ombudsman or to the courts.

The Ticket Holder is invited to contact the Art Basel team at the e-mail address discovery@artbasel.com, in order to obtain the necessary information on the consumer ombudsman to whom he/she may turn in the event of a dispute.

Article 11

The Ticket Holder participating in the Discovery Program acknowledges and agrees to be subject to security checks (e.g. metal detectors, visual inspection of bags). The Ticket Holder is required to comply with the requests and instructions of the security personnel present at the various sites. Any refusal to submit to these checks may result in the Ticket Holder being denied access to ABP sites and External Sites.

Article 12

Specific rules of security and behavior may be put in place by the entities managing the External Sites when they are visited by the Ticket Holder. The Ticket Holder must comply unreservedly with the requests and instructions of the security personnel of the External Sites.

Any refusal by the Ticket Holder to comply with the security rules and internal regulations of the External Sites, or any conduct deemed inappropriate during the visits, may result in the Ticket Holder being denied access to the External Sites.

The Organizer will be released from any liability towards the Ticket Holder resulting from his/her exclusion from the External Sites or from any other problem linked to the Ticket Holder's failure to comply with the specific rules implemented by the External Sites.

Article 13

In general, any Ticket Holder who violates the Organizer's rules and regulations, or any Ticket Holder whose behavior gives rise to justified complaints from other Discovery Program participants, exhibitors on the ABP and/or the External Sites, or the Organizer, may be excluded from the Discovery Program with immediate effect. This exclusion will not give rise to any reimbursement of the Ticket Holder by the Organizer.

Article 14

The Ticket Holder acknowledges that some activities scheduled as part of the Discovery Program may include visits to catering establishments.

In any event, the Ticket Holder acknowledges that, as the Organizer is not responsible for the management of catering establishments, it cannot guarantee that there will be no risks of food allergies or adverse reactions.

The Ticket Holder acknowledges that his/her participation in the Discovery Program is voluntary and that he/she assumes all risks related to food allergies or any other adverse reaction during the visits and expressly releases the Organizer, its agents, employees, successors and assigns from any liability for any allergic reaction, harm or damage resulting from the consumption of food and/or beverages during the Discovery Program activities.

Article 15

The Ticket Holder is solely responsible for the security of all goods, property, equipment, materials, products or any other object ("**Ticket Holder Property**") that the Ticket Holder brings onto the ABP and External Sites.

The Organizer is not liable for the loss, misplacement or theft of the Ticket Holder's Property, unless such loss, misplacement or theft is the direct result of a proven fault of the Organizer.

Article 16

The External Sites visited during the Discovery Program each have their own policy concerning accessibility for people with reduced mobility.

By participating in the Discovery Program, the Ticket Holder acknowledges that certain External Sites and certain means of transport may not be accessible to people with reduced mobility, and accepts that the Organizer cannot be held responsible for any such accessibility limitations. Prior to the Discovery Program, the Ticket Holder is invited to contact the Art Basel team at discovery@artbasel.com, to submit any requests for special arrangements for visits to the External Sites or for special care during visits due to disability or mobility constraints.

Article 17

Press and promotional photos as well as filming will take place on the ABP site and/or on the External Sites throughout the Discovery Program. The Ticket Holder may give his/her consent to the use of his/her image by the Organizer under the conditions defined in the Appendix to this document.

Article 18

Apart from the minor modifications that may be made to the Discovery Program by the Organizer under the conditions defined in Article 2 above, the Organizer may be forced to modify, postpone or cancel the Discovery Program and/or set up gauges at any time, when such measures prove necessary to guarantee the safety of visitors or due to decisions by the competent authorities or other external events beyond the Organizer's control.

In the event of cancellation or postponement of the Discovery Program or the introduction of a gauge restricting your access to ABP and the External Sites, reimbursement by the Organizer shall not exceed the amount of the Ticket held by the Ticket Holder.

If the Organizer decides to postpone ABP and/or the Discovery Program to a later date, for any reason whatsoever, the Ticket Holder will have the option of either (i) being reimbursed for an amount not to exceed the amount of the Ticket, or (ii) retaining his/her Ticket to participate in the Discovery Program on the new date scheduled by the Organizer.

Whatever the reason, the Ticket Holder will be informed of any modification, postponement or cancellation by appropriate means of communication such as the event's website, e-mail or any other appropriate communication channel, within a reasonable time prior to the date(s) scheduled for the Discovery Program. However, the Organizer will not be bound by this reasonable notice if the Discovery Program is modified, postponed or cancelled as a matter of urgency for compelling reasons (such as legal or regulatory requirements, or security reasons).

As stated in Article 2 above, the Ticket Holder also has the right to cancel his/her participation in the Discovery Program free of charge, provided that he/she gives the Organizer reasonable notice in advance.

Where applicable, any request for reimbursement by the Ticket Holder must be submitted within the period communicated by the Organizer after the announcement of the cancellation and/or postponement of the Discovery Program, or of the cancellation by the Ticket Holder of his/her participation in the Discovery Program and in accordance with the terms and instructions communicated to the Ticket Holder.

The Organizer cannot be held responsible for any additional costs incurred by the Ticket Holder as a result of the cancellation or postponement of the event under the conditions set out in this Article 18.

Article 19

MCH Groupe France ensures data protection in compliance with French and Swiss data protection laws, the EU General Data Protection Regulation and the MCH Privacy Policy, which can be consulted [here](#).

Article 20

The purchase and/or use of a Ticket for the Discovery Program implies acceptance of the above conditions.

Article 21

Art Basel® is a registered trademark.

Important information about COVID-19

1. AWARENESS OF COVID-19 AND OTHER RISKS.

In addition to and without limitation to the foregoing, the Ticket Holder fully understands that:

(a) the new coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is a highly contagious disease that can cause severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 anywhere people are present;

(b) no health and safety policy, assessment, precaution and/or protocol that will be implemented from time to time (collectively, the "Protocols") by local and state government agencies, the owner/operator of the exhibition venues, and/or by the Organizer and its affiliates (if any), (individually or collectively, the "Event Organizer") and/or third parties, can totally eliminate the risk of exposure to COVID-19 ;

c) although people of all ages and health conditions can be and have been adversely affected by COVID-19 (i) people with certain underlying health conditions are or may be particularly vulnerable, including but not limited to those with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, (ii) the risk of serious illness resulting from contracting COVID-19 increases steadily with age, and contracting COVID-19 may result in the subsequent transmission of COVID-19 to the Ticket Holder's spouse, family members and others in the Ticket Holder's vicinity; and

(d) exposure to COVID-19 may result in quarantine, illness, disability, other short- and long-term effects on physical and/or mental health, and/or death, regardless of age or health status at the time of exposure and/or infection.

2. KNOWLEDGE OF RISKS, DANGERS AND HAZARDS

THE TICKET HOLDER FULLY UNDERSTANDS AND KNOWINGLY ASSUMES THE RISKS ASSOCIATED WITH ENTRY TO AND PRESENCE ON THE PARIS+ AND EXTERNAL SITES, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO COMMUNICABLE DISEASES (INCLUDING, BUT NOT LIMITED TO, COVID-19), VIRUSES, BACTERIA OR ILLNESSES, OTHER SHORT- OR LONG-TERM HEALTH EFFECTS THAT MAY RESULT FROM THE TICKET HOLDER'S ACTIONS, INACTION OR NEGLIGENCE, WHETHER BEFORE, DURING OR AFTER THE EVENT, HOWSOEVER CAUSED, AND WHETHER INSIDE OR OUTSIDE THE PARIS+ SITES AND/OR EXTERNAL SITES.

Appendix - Standard withdrawal form

[Please complete and return this form only if you wish to withdraw from the contract].

To the attention of MCH Groupe France, 5 rue de l'Arc de Triomphe 75017 Paris, or by email to discovery@artbasel.com.

I/We (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the sale of the following goods (*)/provision of services (*):

Ordered on (*)/received on (*) :

Name of consumer(s) :

Address of consumer(s) :

Signature of consumer(s) (only in case of notification of this form on paper)

Date :

(*) Delete as appropriate.

Appendix - Image use authorization

☐ I authorize MCH Groupe France and any affiliated entity ("MCH Group"), to use my image resulting from shots, photographs, videos or recordings made during the "Discovery Program" in any form and on any media, for the whole world and for a period of 5 years from the date of their production, for marketing and promotional purposes as well as for internal use within the MCH Group. In particular, this use may include press, digital media, exhibitions, advertising, public screenings, competitions, websites and social networks. Furthermore, I acknowledge that I agree not to receive any remuneration from the MCH Group for this authorization.

☐ To be ticked if the Ticket Holder wishes a minor to take part in the "Discovery Program"

