



IUCN CONGRESS 2020

From 3 to 11 September 2021 – Parc Chanot Marseille

General Terms and Conditions of Sale – Participation in excursions

Live! by GL events having its registered office in Lyon, 59 Quai Rambaud 69002 Lyon (France) is the professional organizer of the IUCN World Conservation Congress in 2020 on behalf of the French Ministry of Ecological and Solidarity Transition and the International Union for Conservation of Nature (IUCN).

In this context, Live! by GL events organizes excursions for Congress participants, accompanying persons and the media, before, during and after the IUCN World Conservation Congress to be held in Marseille (Chanot Park) from 3 to 11 September 2021. Live! by GL events is acting as the organizer of the excursions on behalf of the French Ministry of Ecological and Solidarity Transition.

1 – Definitions

“**Client**” refers to any legal or natural person who made the reservation for excursions and signed the Participation Contract.

“**Participation Contract**” refers to the contract concluded between Live! by GL events and the Client to define the conditions under which the Client participates in the Excursion organized by Live! by GL events.

“**Event**” refers to the IUCN World Conservation Congress to be held in Marseille (Chanot Park) from 3 to 11 September 2021.

“**Excursion**” refers to guided tours for Participants, accompanying persons and/or the media registered for the Event.

“**Participant(s)**” refers to the natural person(s) who have registered for the Excursion.

2 – Formation of the Participation Contract

The Participation Contract is formed upon receipt by Live! by GL events of (1) the completed registration form and (2) the acceptance of the general terms and conditions of sale by the Client when successfully submitting the excursion reservation form on the dedicated online platform. The Participation Contract consists of all the documents listed above.

By clicking on the button “I accept the General Terms and Conditions of Sale” the Client acknowledges that he has the legal capacity to conclude such an agreement or that he has the authorization of the entitled person.

After receipt of all the information, Live! by GL events sends the Client an e-mail to the e-mail address indicated in the registration form acknowledging receipt of the Client’s request to participate and including the content of the Participation Contract (and in particular the number of Excursion(s) ordered and the price excluding and including VAT of the order).

The participation in the Excursion(s) ordered by the Client is confirmed in the e-mail confirming the conclusion of the Participation Contract. The confirmation e-mail may be requested by Live! by GL events in its electronic format during the Excursion.

3 – Right of withdrawal

In the event that the Client is considered a consumer within the meaning of the preliminary article of the Consumer Code, he is informed that, pursuant to Article L.221-28 of the Consumer Code, the right of withdrawal provided for in Articles L.221-18 and following of the same Code with regard to distance selling is not applicable to this Participation Contract. As a result, the Excursions will be exclusively subject to the cancellation and amendment terms and conditions provided under the Participation Contract and the client acting as a consumer will not be able to invoke the right to withdrawal.

4 – Live! by GL events’ Services

Live! by GL events is mandated by the IUCN to offer an Excursion service to the participants of the Event and/or their accompanying persons and/or media.



As such, Live! by GL events' services are limited to the following:

- The organization and logistical management of the Excursions offered to the Client
- The marketing of Excursions including the formation of the Participation Contract and its follow-up
- The cashing of the price of the Excursions paid by the Client
- The development and maintenance in functional condition of the dedicated online platform for the purposes of the registration for Excursions and the Participation Contract.

5 – Modification of the Excursions by Live! by GL events

Without this conferring any right to compensation to the Client, Live! by GL events is entitled for technical reasons, for security reasons, are related to sanitary conditions and/or constraints, in case of force majeure or force majeure of a third party, to substitute an Excursion offering equivalent or higher services (and location) than those contracted. In this case, Live! by GL events will inform the Client of this situation as soon as possible and will do its best to propose an alternative solution, accompanied if necessary by new pricing conditions.

6 – Transportation

In the event that transport to the place of the Excursion is not provided for in the Participation form the Client acknowledges that he/she is solely responsible for his/her access to the place of the Excursion and his/her travel to the place of the Excursion whose address is mentioned in the Excursion Participation form. In that case, in the event of a late arrival due to a transport problem at the Excursion site the Client shall not be entitled to any refund from Live! by GL events.

7- Cancellation

7.1. Cancellation of the Excursion by the Client

In the event that the Client wishes to cancel its participation to the Excursion, the cancellation request must be made by 26 August 2021 to Live! by GL events at the following address: iucn@gl-events.com. This request will only be considered accepted after receiving confirmation of cancellation from Live! by GL events. Live! by GL events will then refund the amount of the Excursion. Regardless of the above, the Client may not be refunded the amount of the registration fees and the amount of insurance included in the price of the Excursion. In the event that the Client's cancellation request is made after 26 August 2021, the Client will not be entitled to any refund.

If applicable, refunds of Excursions prices (excluding registration and insurance fees) will be made by Live! by GL events after the Event.

7.2. Event cancellation

Live! by GL events cannot be held liable in the event of cancellation of the event by the competent authorities for any reason whatsoever. In this case, the Client may submit a request for refund to Live! by GL events within the time limits mentioned in the Article 17 of this document. After this period no refund can be made by Live! by GL events.

7.3 Cancellation of the Excursion by Live! by GL events

Without this conferring any right to compensation to the Client, Live! by GL events is entitled, for technical reasons, for security reasons, related to health conditions and/or constraints, in case of force majeure or force majeure of a third party, to cancel an Excursion 48 hours before its beginning. In this case, Live! by GL events will inform the Client of this situation as soon as possible. If Live! by GL events is unable to offer an alternative Excursion, the Client may submit a request for a refund to Live! by GL events within the time limits mentioned in the Article 17 of this document. After this period no refund can be made by Live! by GL events.

Some Excursions require a minimum number of Participants. In the event that the number of Participants necessary for the Excursions is not reached, Live! by GL events will be obliged to cancel the Excursion.

8 – Prices of the Excursion

The prices of the Excursions are indicated in euros (€) all taxes included (incl. VAT) and include in particular registration fee and the compulsory insurance fees as specified in Article 12.

The Participation Contract is only definitively confirmed once the Client has actually paid the full price of the Excursion. As soon as the transaction is complete, the Client will be informed of the actual payment of the full price of the Excursion on his browser window.



In case of refusal of payment by the payment center concerned, the registration for the Excursion will not be confirmed and the Client will be informed of this situation on his browser window.

9 – Payment terms and invoicing

The price of the Excursions is paid by the Client directly to Live! by GL events on the registration platform. Live! by GL events will communicate the invoice to the Client. Payment(s) for the Excursion(s) ordered by the Client are made exclusively in euros (€) and by credit card or bank transfer. The accepted credit cards are as follows: Credit card, E-card, Visa, Visa Electron, Mastercard and Maestro. Payment by bank transfer has to be processed within 7 days following your booking. If the funds are not received within this period, the Participation Contract shall be null and void and deemed never to have been concluded.

The Client bank account is debited with the total price indicated in the Participation Contract as soon as the transaction is accepted by the payment center. As soon as the Participation Contract has been finalized the Client is informed of the completion of the transaction on his browser window and receives an e-mail confirming the Participation – including the invoice.

For any payment made when applying for Participation on the dedicated online form, Live! by GL events uses a secure online payment system Click&Pay.

10. Conditions of use of the Participation Contract

10.1 Absence of written confirmation and access restrictions

In the case that the Client does not send a confirmation e-mail or in the case that the Client does not appear on the participation lists made by Live! by GL events, the latter reserves the right to refuse the Client access to the Excursion.

10.2 Prohibitions, access restrictions, exclusion from the Excursion

All participants in the Excursion commit themselves to maintain a proper, respectful behavior and to comply with the applicable regulations, in particular concerning the conditions of access to the Excursion, such as the possible presentation of a "health pass". Live by ! GL Events reserves the right at any time to exclude any Participant from the Excursion or to prohibit access to it, without reimbursement or compensation of any kind, in the event of failure to comply with the conditions of access, or of behaviour or incidents likely to undermine the smooth running of the Excursion, or the health, serenity and safety of other Participants.

11 – Liability

The Client is responsible for his actions both for the formation and execution of the Participation Contract and within the framework of his participation in the Excursion.

Live! by GL events shall in no case be held liable for any failure or improper performance of the Participation Contract attributable to the Client's actions, to the unforeseeable and insurmountable act of a third party or to a case of force majeure as defined in the present contract.

12 - Insurance

The Participation Contract includes compulsory "Individual Accident" insurance for each participant in the Excursions, underwritten by Live! By GL events with the insurance company Tokio Marine.

As a subscriber, the cost of this cover will be borne by Live! By GL events and will be billed to the Customer upon registration for the Excursion. For information purposes, the amount of the insurance included in the price of the Excursion is €5.00 per Participant.

13 - Force majeure

The obligations stipulated in the Participation Contract will not apply or will be suspended if their execution becomes impossible due to a case of force majeure.

Force majeure covers any unforeseen and unavoidable event that is external to one of the parties and that prevents them from partially or fully meeting the obligations assigned to them under this contract, including but not restricted to:

- Strikes, lockouts or any other social dispute at the place of the Excursion, barricades;



- War, volcanic eruption, fire, explosion, storms, adverse weather conditions, earthquakes, border closures, sudden change in the conditions for entering a country, act of government or any prohibitions issued by the government authorities in the departure and /or host country, atomic and nuclear risk;
- Malicious acts of a bacteriological, viral or chemical nature;
- Attacks, acts of terrorism, sabotage, or the results of a Vigipirate alert plan in France, or any similar plan implemented in another country, or the consequences of any measures taken by competent authorities, of a preventive nature to avoid such events, as well as any withdrawal of administrative approval associated with the same causes;
- Any major damage of a technical or electrical nature or of any other kind that occurs at the hotel, preventing the provision of the accommodation;
- In the event of an epidemic/SARS bird flu, H1N1 flu virus, COVID-19 or withdrawal of authorisation/administrative health ban.

If the force majeure event lasts or occurs at least 30 days from the first overnight's stay, the Participation Contract may be cancelled by the first party to act, with none of the parties able to claim damages.

Such cancellation shall then take effect on the date of first presentation of the registered letter with acknowledgement of receipt denouncing the said Participation Contract. Live! by GL events will refund the price of the Excursion.

14 – Non-transferability

Unless otherwise agreed in writing by Live! by GL events, the disposal of this Participation Contract by the Client is prohibited.

15 – Personal data

Definition : the "Data Protection Laws" refer to all laws, and in particular Law No. 78-17 of 6 January 1978 on data processing, files and freedoms as amended, as well as the rules, regulations, decrees, orders or other legal obligations applicable to the protection or processing of Data, including, where applicable, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of Data and on the free movement of such Data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR") as from 25 May 2018.

Data provided by the client, in particular when concluding the Booking Contract and when informing the names of the Participants will be processed by Live! by GL events. This data are transmitted to the organizer of the Event for the purposes of the participation in the Event For more information, please refer to the legal notices in the privacy policy available [here](#).

You may exercise your rights, and in particular your rights of access, rectification, limitation or opposition by contacting directly the following address: iucn@gl-events.com . You also have the right to file a complaint with the French National Commission for Information, Technology and Liberties (CNIL), and in particular on its website www.cnil.fr.

16 – Authorization to take pictures

By accessing the Excursion the Client accepts that during his participation to the Excursion his image, surname, first name and/or voice and/or his words (together or separately) are recorded and fixed on different media by Live! by GL events and/or any person authorized by him to reproduce and represent the recordings thus made, without quantity limit, in whole or in part, on any internal, institutional and/or advertising communication media relating to the Excursion. The recordings thus made and freely selected must be reproduced exclusively within this framework; any other use of the said recordings must first be the subject of an express and written agreement from the Client.

This authorization is exclusively free of charge; the use of the Client's image does not entitle him to any financial compensation. The Client thus renounces to any remuneration for this as well as any right of use relating to any communication actions of the partners of the Excursion.

17 – Information and objections

Any request for possible information, clarification and complaints and/or possible reimbursements concerning Live! by GL events' services must be sent to the following address within 15 days following the Excursion:

Live! by GL events
59 quai Rambaud – CS 80025
62285 Lyon cedex 02

No claims will be considered once this period has elapsed.

18 - Interpretation



Any possible issues relating to the interpretation of the Participation Contract in another language will be resolved by referring to the meaning of the French version of the contract.

19 – Election of domicile – applicable law – attribution of jurisdiction

This Participation Contract is governed by French law.

In the event that the Client is a legal entity, the parties elect domicile at their address or that of their respective registered office.

In the event of a dispute about Live! by GL events' Excursions, only the Courts of Lyon will have jurisdiction.