

TERMS AND CONDITIONS OF PARTICIPATION

to PrestaShop Events

Updates in July 2024

PrestaShop has designed and published open-source software, distributed under open license (Open Software License OSL-3.0), that enables Users to create e-commerce websites.

This software, called PrestaShop Edition Basic, can be downloaded from the www.prestashop.com website.

It enables users to create and customize their e-commerce site and to add additional free or paid features, that have been freely developed by the PrestaShop community and are already built in or can be found on the PrestaShop marketplace.

Use of services under the T&Cs is exclusively reserved for professionals as defined in French consumer law. In this respect, Participants expressly acknowledge that they do not benefit from the right of withdrawal which is only available to consumers as defined in French Consumer Law.

These T&Cs govern the services provided by PrestaShop to its users.

These T&Cs, along with the Privacy Policy and the "prestashop.com" Terms and Conditions of Use, form the full set of Terms and Conditions of Use.

PrestaShop reserves the right to modify the T&Cs at any time. When that occurs, such modifications will take effect fifteen (15) days after their publication on the prestashop.com website.

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1. DEFINITIONS

Terms and Conditions or T&Cs : the present general terms and conditions, including any appendices and amendments

PrestaShop : the public limited company with share capital of 580 852,35 euros, whose registered office is located at 198 avenue de France, 75013 PARIS, registered with the Paris Trade and Companies Register under number B 497 916 635.

Participant : any individual or legal entity, Merchant, Technical Service Provider acting on behalf of a Merchant or Vendor using the Services covered by these Terms and Conditions.

Services : the service(s) presented in these Terms and Conditions.

2. OBJECT

These T&Cs set out the conditions governing the booking and purchase of electronic tickets by Participants wishing to attend an event organized by PrestaShop.

3. DATES AND LOCATION OF EVENTS

The various events, conferences and workshops are presented on the events.prestashop.com website.

4. ACCESS TO AND PARTICIPATION IN EVENTS

The booking and purchase of electronic tickets remains possible until the day of the event, unless PrestaShop limits the number of Participants for security reasons.

The booking or purchase of electronic tickets by Participants gives access to the event mentioned on the ticket.

Access to conferences and workshops organized during the event is free, subject to availability of tickets.

PrestaShop does not guarantee access to all conferences and workshops attended by Participants. Participants are strongly advised to arrive early at the conferences and workshops they wish to attend.

Exceptionally, access to conferences and workshops may require specific prior registration. In such cases, PrestaShop will inform the Participant.

The titles of conferences and workshops are given for information purposes only and may be modified before the day of the event. In the event of a change in the content of the conferences and workshops, PrestaShop will publish the new description of the conferences and workshops that have been modified on the events.prestashop.com website.

Key info: Booking or purchasing tickets gives access to the events mentioned on the ticket.

The number of Participants for workshops or conferences during the events may be limited or may require prior registration by the Participant. These workshops or conferences may be modified prior to the event; information is available on the events.prestashop.com website.

5. FINANCIAL CONDITIONS

The booking and purchase of electronic tickets is carried out exclusively on the website events.prestashop.com which is the only website authorized to distribute electronic tickets for events offered by PrestaShop.

For events where participation is free, tickets are purchased free of charge.

For paying events, ticket prices are displayed on the relevant event page. Promotional offers may enable Participants to benefit from discounts on ticket prices.

Tickets are payable in euros using the payment methods offered on the events.prestashop.com website.

Tickets are confirmed and binding on PrestaShop after payment by the Participant and receipt by the latter of an e-mail confirming the ticket order.

Key info: Tickets may only be reserved or purchased on the events.prestashop.com website.

Tickets are free unless otherwise indicated on the event page. Paid tickets are payable on the site, in euros, and are a prerequisite for access to the event.

6. CANCELLATION AND REFUND

Event tickets are personal and nominative. They may not be transferred or assigned to a third party.

The purchase of electronic tickets is final upon payment of the price and does not entitle Participants to any refund or exchange.

In the event of postponement of the event by PrestaShop, the ticket will not be refunded but will remain valid for the new date scheduled by PrestaShop for the event.

Participants are therefore requested to retain proof of ticket reservation.

PrestaShop and/or exhibitors may offer promotional offers at any time and for a defined period. Where applicable, the conditions and period of validity of the offer will be advertised on the website. Promotional offers may not be applied retroactively.

Key info : Event tickets are personal.

Paid tickets are non-refundable. If the event is postponed, the ticket remains valid until the new date communicated by PrestaShop.

7. FORCE MAJEURE

Any event constituting a force majeure event as defined by French case law will suspend the parties' rights and obligations.

Consequently, any circumstances that would prevent the organization of or access to an event, such as storms, floods, strikes, demonstrations, acts of terrorism and the implementation of measures to combat them such as the Vigipirate plan, or PrestaShop's decision to cancel the event due to an imminent risk of harm to the safety of persons and property, will release PrestaShop from its obligations.

Key info : PrestaShop shall not be liable in the event of an event constituting force majeure preventing all or part of the event from taking place and may avoid its obligations.

8. SECURITY

Participants are invited to take note of any security measures presented on the events.prestashop.com website.

For security reasons, the identity and personal belongings of Participants may be checked at the entrance to the event.

Photographs and video recordings are authorized for press and personal use only. Only the use of hand-held cameras is authorized. The use of tripods or monopods is subject to prior written authorization by PrestaShop.

The Participant acknowledges that it is strictly forbidden to bring in weapons, explosives, flammable products or volatile substances, bottles, containers, sharp or blunt objects and, more generally, any object that could be used as a projectile.

Any person failing to comply with security measures may be refused access to the event or excluded from it. As such, no right to reimbursement of the ticket price is possible.

In the event of a change in health regulations, Participants may be required to comply with a health protocol in order to take part in events.

Key info: Access to events may be subject to security measures such as identity and

personal effects checks.

Anyone failing to comply with security measures may be refused access to the event without refund.

9. LIABILITY

PrestaShop shall in no event be held liable in the event of :

- the impossibility for Participants to access an event due to the acquisition of a ticket purchased other than on the events.prestashop.com website;
- damage arising from the Participant's failure to comply with the security measures set out in article 8;
- loss, theft or damage to Participants' personal belongings during an event.

10. PERSONAL DATA

For all matters relating to personal data and its use, Participants are invited to read and comply with the [Personal Data Protection Policy](#).

11. IMAGE RIGHTS

During events, PrestaShop, exhibitors and the press may record video images in all public areas.

In this context, Participants acknowledge and accept that :

- their image may be captured by photographic and/or video recordings
- the photographic and/or video recordings thus made may be reproduced on any media (Internet sites, social networks, press) and on any medium as part of PrestaShop's internal and/or external communication, whether for commercial purposes or not, on one or more occasions, for any purpose directly or indirectly related to PrestaShop's business, in any country and for the entire world, in particular due to the cross-border nature of the Internet network.

This authorization is granted to PrestaShop free of charge.

Participants may, free of charge, exercise their right to access, rectify and delete their image under the conditions set out in the [Personal Data Protection Policy](#).

Key info : During events, PrestaShop, exhibitors or the press may take photographs or videos. By participating, the Participant acknowledges that their image may be captured and used for any internal or external communication by PrestaShop.

Participants may object and exercise their rights in accordance with [PrestaShop's Data Protection Policy](#).

12. CANCELLATION OR POSTPONEMENT OF THE EVENT FOR HEALTH REASONS

In the event that a PrestaShop event cannot take place for health reasons declared by the national health authorities, tickets will be canceled. For paid tickets, Participants will be reimbursed for the full amount paid for these tickets.

Nevertheless, in the event of a postponement of the event for health reasons, Participants may choose between :

- keeping their ticket, which will be valid under the same conditions to access the new Event,
- a full refund of the purchase value of their ticket.

Participants may contact event@prestashop.com to be informed of the conditions governing the rescheduling of the event.

Key info : In the event of cancellation of the event for health reasons, paid tickets will be refunded in full.

In the event of postponement, Participants may keep their ticket to attend the new event date or request a full refund.

13. APPLICABLE LAW AND JURISDICTION

These T&Cs are governed by French law.

Any dispute arising from the interpretation or performance of these T&Cs is subject to mediation, prior to any legal proceedings, through a mediator appointed by the most diligent party. If mediation does not end in resolution, the dispute is subject to the exclusive jurisdiction of the Tribunal de Commerce de Paris (Paris commercial court).