General terms and conditions of sale IN YOUR FACE COMEDY

ART. 1: PREAMBLE

These General Terms and Conditions of Sale (hereinafter referred to as GTC) are applicable to any purchase of tickets by a natural or legal person from IN YOUR FACE COMEDY by any means whatsoever.

The customer, as defined in article 2, is invited to read carefully the GTC which aim to define the contractual relationship between the customer and IN YOUR FACE COMEDY, as well as the conditions applicable to the purchase of tickets and products online or at the ticket office. The language of these GTC is French. In the event of a translation of all or part of these conditions, only the original French text is authentic.

The confirmation of the order leads to the conclusion of the final contract. This implies the unreserved acceptance by the customer of the entirety of the GTC, which he acknowledges having read prior to the validation and/or payment of his purchase. The customer accepts the provisions concerning security and additional regulations relating to access to the hall or any other performance venue.

The customer is aware that in the event that these regulations are not respected, he/she will be refused access to the hall without compensation. Additional regulations will be communicated online or directly on the tickets or in the hall of the performance concerned.

The terms and conditions applicable are those in effect at the time of the order or purchase of the ticket. IN YOUR FACE COMEDY reserves the right to adapt or modify these GTC at any time and without prior notice, to the extent permitted by law.

ART. 2: DEFINITIONS

All terms defined below, whether feminine or masculine, singular or plural, are used as follows:

"General Terms and Conditions of Sale" (or GTC): means these general terms and conditions which are intended to define the conditions for the purchase and use of tickets.

"Ticket (or card)": refers to the admission ticket for one or more performances for which the ticket office is run by IN YOUR FACE COMEDY, regardless of the method of purchase, delivery or medium.

"Room": means any place where the performances take place. The address appears on the ticket and on the box office website.

"Performance" means any concert, show, entertainment or event for which tickets can be purchased from IN YOUR FACE COMEDY through a ticketing service.

"Customer": means any person, natural or legal, purchasing or reserving a ticket or product from IN YOUR FACE COMEDY, including on its website, and having accepted the GTC in accordance with the terms and conditions set out in article 3.2.

ART. 3: PURCHASE CONDITIONS

3.1 - PURCHASE MODALITIES

On the online sales site or at the ticket office, the customer chooses subscriptions or single tickets, the appropriate rate, the date and time of the performances and in some cases the seats, depending on availability. For open seating shows, it is not possible to choose the seats. The customer also chooses the method of obtaining the tickets and products purchased.

Seating arrangements are made, as far as possible, according to the customer's wishes. However, there is no claim to exclusive use of a seat, not even for subscriptions. IN YOUR FACE COMEDY reserves the right to change the allocation of a seat without any right to a refund.

The opening hours of the ticket office and the evening box office are indicated on the website of IN YOUR FACE COMEDY.

3.2 - TERMS OF ACCEPTANCE OF THE GENERAL TERMS OF SALE

By confirming the order by internet, by ticking the box "I accept the General Terms and Conditions of Sale" and by clicking on "Validate" at the time of the online order process, the customer declares that he/she has taken note of and accepted without reserve the entirety of the GTC.

3.3 - PAYMENT METHODS

After verification of the order and acceptance of the GTC in the conditions mentioned above, the customer is redirected to a secure online payment server on which he/she makes the payment of the order.

The order is definitively registered when the customer has accepted the GTC, validated his payment and received a confirmation by e-mail from the ticket office. This e-mail does not have the value of a ticket. It can be used as proof of the purchase of the ticket, which will be delivered according to the conditions provided in article 4.3.

In the event of a payment rejection by the payment center, the reservation and purchase transaction is automatically cancelled.

All reservations and purchases are firm and final: no cancellation or modification will be possible once payment has been confirmed.

ART. 4: TICKETS

4.1 - TICKET USE RESTRICTIONS

The ticket is valid exclusively for the date and time it mentions. It cannot be taken back, exchanged or reimbursed under any circumstances, subject to the conditions set out in article 5 of these GTC.

IN YOUR FACE COMEDY reserves the right to request the production of a supporting document for reduced rates. IN YOUR FACE COMEDY may also request the production of an official, valid photo ID and may refuse access to the performance venue to any ticket holder who may have been acquired illegally.

No duplicate tickets will be issued, even in case of loss, theft, forgetfulness or any other event.

4.2 - TICKET PRICES

Ticket prices are quoted and payable in Swiss francs only. The prices are quoted inclusive of all taxes, excluding the cost of processing and shipping, if applicable.

The applicable rate is the one in force on the date of the order.

ART. 5: CANCELLATION - REFUND

All purchases are final and cannot be retracted by the customer. Tickets cannot be taken back or refunded under any circumstances, even in the event of loss, theft or omission during the performance.

IN YOUR FACE COMEDY may have to restrict or cancel access to the theatre. In this case, the customer must send a written request for a refund, accompanied by the unused tickets, within a maximum of one (1) month after the date of validity. No refund request will be considered after this period.

If the restriction of access is linked to a decision of the Public Authorities or to a case of force majeure, no request for refund will be considered.

No refunds will be made on site. No refund or exchange will be made in case of delay or impossibility of access to the concert venue due to the customer's delay or in case of delay attributable to the operation of the venue.

IN YOUR FACE COMEDY cannot be held responsible in case of an event of force majeure disrupting the access to the venue, and leading, if necessary, to its total or partial closure to the public, such as unfavorable weather conditions or a decision of the Public Authorities. In the event that the health authorities of the Swiss Confederation impose the total closure of the venues, IN YOUR FACE COMEDY will reimburse the entirety of the expenses incurred by its clients.

ART. 6: CONDITIONS OF ACCESS TO THE VENUE

6.1 - RECEPTION AND MODALITIES DURING THE CONCERT

The customer with his ticket must be present at the entrance of the hall at least 10 minutes before the time indicated on the ticket. In case of overcrowding, a waiting time is possible. People with reduced mobility are invited to report to the reception desk.

A guide dog may be allowed in the room. If you have a dog, you must make a written request to the ticket office of IN YOUR FACE COMEDY beforehand. It is imperative that the dog has completed its guide dog training and that it does not interfere with the performance. IN YOUR FACE COMEDY reserves the right to refuse or restrict access to the theatre.

In the event of late arrival, latecomers will only be admitted at an appropriate time. In the event of force majeure or delays due to the operation of the hall, customers with reservations will be admitted in the order of their reservations.

6.2 - TICKET CONTROL

All tickets are systematically checked at the entrance to the performance venue. The presentation of proof of reduced fare (if applicable) may be required, as well as a valid photo ID if the ticket is for one person.

The ticket cannot be resold. IN YOUR FACE COMEDY reserves the right to refuse access to the theatre to any holder of a ticket acquired illegally.

ART. 7: RESPONSIBILITY

Access to the hall is carried out under the sole responsibility of the client.

IN YOUR FACE COMEDY cannot be held responsible for unforeseeable and/or indirect damages suffered by the customer, such as, but not limited to, loss of profit, loss of opportunity, loss of income, customers, data, any financial or commercial prejudice, any commercial disturbance or any immaterial prejudice.

IN YOUR FACE COMEDY cannot be held responsible if the non-performance or the bad performance of its obligations under the GTC is attributable (i) to the customer, or (ii) to the unforeseeable and insurmountable fact of a third party foreign to the supply of the services provided for in the GTC or (iii) to a case of force majeure.

IN YOUR FACE COMEDY is not able to guarantee the customer that the venue or the seat chosen will exactly meet his expectations, nor that no error will appear during the use of the Comédie Suisse website or the ticketing service.

The website is accessible 7 days a week and 24 hours a day, subject to its closure for maintenance, repair, in case of force majeure or any event beyond the control of IN YOUR FACE COMEDY. IN YOUR FACE COMEDY cannot be held responsible in case of loss or damage suffered by the customer or any third party following a failure (i) of access to the website, (ii) of the Internet network, (iii) of the means of telecommunications and (iv), more generally, due to an event of force majeure, as defined by the jurisprudence of the Swiss courts, during a visit of the website or during the placing of an order.

IN YOUR FACE COMEDY cannot be held responsible for any damage resulting from the use of the Internet network such as loss of data, intrusion, virus or break of the service. The customer is solely responsible for his choice to order the ticket and for the way the ticket is delivered. Consequently, IN YOUR FACE COMEDY cannot be held responsible for any malfunction linked to a problem of compatibility with the computer environment.

ART. 8: INTELLECTUAL PROPERTY

The Internet site as well as all the elements composing it (such as in particular logos, trademarks, domain names, titles, images and any other content made available by IN YOUR FACE COMEDY) are the property of IN YOUR FACE COMEDY or have been the object of a prior authorization of use on behalf of third parties.

ART. 9: PROTECTION OF PERSONAL DATA

In order to process the orders and to offer its services, IN YOUR FACE COMEDY has to process personal data concerning the customer. This data may be collected when registering on the website and/or ordering tickets and products.

The personal data marked as mandatory are required to process orders and to offer online services. If the customer does not fill in the fields identified as mandatory, IN YOUR FACE COMEDY will not be able to process the orders and provide the services. In particular, IN YOUR FACE COMEDY will not be able to contact the customer in case of cancellation or modification of the date or time of the performance for which the tickets were purchased, if this is possible.

In accordance with the federal law on data protection of 19 June 1992, the customer has the right to access, rectify and/or delete data concerning him/her at the Orchestre de Chambre de Lausanne, rue de Genève 12, 1003 Lausanne.

The customer agrees to receive by e-mail changes in pricing conditions, promotional offers or special events from IN YOUR FACE COMEDY.

All personal data will be kept confidential.

ART. 10: MISCELLANEOUS

10.1 - MODIFICATIONS, RECTIFICATIONS

These GTC can be modified at any time and without prior notice. Only the GTC in force at the time of the order are valid.

10.2 - APPLICABLE LAW - DISPUTES

In case of complaint, the customer can contact the ticket office of IN YOUR FACE COMEDY whose coordinates appear in article 10.3 of the GTC.

In the event that an amicable solution is not found, any legal action will be the competence of the common law courts.

This contract is exclusively subject to the law of the country where IN YOUR FACE COMEDY operates. The competent jurisdiction will be determined with regard to the domicile of IN YOUR FACE COMEDY.

IN YOUR FACE COMEDY 2023.