

IDNiGHT GENERAL TERMS OF SALE

1.	Dispositions générales	2
2.	Définitions	2
3.	Tarifs.....	3
4.	Commande	4
4.1.	Responsabilité du Voyageur.....	4
4.2.	Comment effectuer une Commande ?	4
4.3.	Comment effectuer le paiement en ligne de votre Commande ?	4
4.4.	Comment procéder à la Création et à l'Impression de votre Billet iDNiGHT ?.....	5
4.5.	Confirmation de votre Commande.....	Erreur ! Signet non défini.
5.	Règles de vie à bord des Rames iDNiGHT.....	6
5.1.	Avant l'embarquement.....	6
5.2.	A bord	6
5.2.1	Voitures autres que la Voiture iDlounge et la Voiture Bar	6
5.2.2	Voiture iDlounge.....	7
5.2.3	Voiture Bar	7
6.	Contrôle et régularisation des Billets iDNiGHT	7
6.1.	Contrôle des Billets iDNiGHT	8
6.2.	Régularisations	8
6.2.1	Régularisations à titre commercial.....	9
6.2.2	Voyageurs en situation irrégulière ou frauduleuse	9
6.3.	Modalités de paiement en cas de régularisation	10
7.	Retard et Annulation.....	11
7.1.	Retard	11
7.2.	Annulation	11
7.2.1	Annulation de train	11
7.2.2	Annulation d'un Service Annexe	11
8.	Echange	12
8.1.	Les échanges à réaliser sur le Site iDTGV.....	13
8.1.1	Les échanges de placement, Service Annexe et/ou Supplément	13
8.1.2	Les échanges de jour/heure de départ, classe de confort et/ou Parcours	13
8.2.	L'échange à réaliser uniquement auprès du Centre d'Echange	14
9.	Réservation des services spécifiques pour les personnes à mobilité réduite.....	14
9.1.	Documents à présenter par le Voyageur à mobilité réduite bénéficiant d'un des services spécifiques proposés par iDNiGHT	14
9.2.	Commande du Billet iDNiGHT de l'accompagnateur d'un Voyageur à mobilité réduite	14
9.3.	Réservation de l'espace dédié « fauteuil roulant ».....	15
9.4.	Vous souhaitez bénéficier du service d'accès en gare	15
9.5.	Vous êtes accompagné d'un « chien guide d'aveugle » ou d'un « chien d'assistance ».....	16
10.	Groupes	16
11.	Bagages	16
11.1.	Limites de bagages par Voyageur.....	16
11.2.	Achat du Supplément Bagage.....	16
11.3.	Transport des bagages	17
12.	Animal domestique.....	17
12.1.	Quand acheter un Supplément Animal Domestique?	17
12.2.	Achat du Supplément Animal Domestique.....	17
12.3.	Les conditions d'accès de l'animal domestique	18
13.	Responsabilité.....	18
13.1.	Pour le service de transport ferroviaire fourni par la SNCF	18
13.2.	Pour les Billets iDNiGHT, les Services Annexes et les Suppléments.....	18
14.	Propriété intellectuelle.....	19
15.	Protection des données à caractère personnel	19

16.	Service utilisateur et réclamations	20
17.	Droit applicable	20

1. General conditions

In order to benefit from iDNiGHT products and services, we invite You to discover these general terms of sale (hereinafter referred to as the "General Terms of Sale").

iDNiGHT is a rail transportation service offering provided by iDTGV.

iDNiGHT delivers iDNiGHT Tickets and, in the iDNiGHT Set of Cars, organises Additional Services that iDTGV produces. Comprised solely of cars with a seat for each Traveller (no "couchette"), the iDNiGHT Set of Cars also has entertainment space such as the iDlounge Car. iDNiGHT Tickets can be ordered only through the internet. The transportation service is provided by SNCF, which maintains technical control of the travel and in particular takes care of the safety obligations that are a result of its quality as a transporter.

The transportation of Travellers in the iDNiGHT Set of Cars is provided in exchange for prior and final payment of the price of the corresponding iDNiGHT Ticket. Accepting the General Terms of Sale by ticking the special box that appears on the iDTGV Website, Seller Websites and Distributor Sites is required in order to validate your Order and is a condition for the supply of iDNiGHT Tickets, Supplements and Additional Services.

iDTGV reserves the right to modify the General Terms of Sale at any time, with the understanding that such modifications would not apply to Orders that were accepted by iDTGV prior to the changes.

2. Definitions

The terms defined hereinbelow can be used indifferently in the singular form as well as in the plural form.

Credit: Amount paid to the Traveller's Customer Account and which can be used on the iDTGV Website for any purchase or exchange of an iDNiGHT Ticket, iDTGV Ticket, Additional Service and/or Supplement. Credits can also be used for exchanging the abovementioned products at the Exchange Centre as well as for purchasing these same products on the iDTGV Website. Credits are valid for 1 year starting on the date they are credited to the Customer Account.

Barista: Commercial agent offering services on board the iDNiGHT Set of Cars such as food services in the Bar Car and entertainment in the iDlounge Car.

iDNiGHT Ticket: Transportation document delivered by iDNiGHT in the form of a print-at-home ticket, i.e. a dematerialised electronic ticket to be printed by the Traveller, and which provides access to a seat in an iDNiGHT Car. In the event the Traveller purchases Additional Services and/or Supplements, this purchase will be mentioned on the iDNiGHT Ticket.

Purchase Voucher: Voucher valid for 1 year that can be used for any purchase of an iDNiGHT Ticket and/or an iDTGV Ticket on the iDTGV Website and on the Seller Websites. These vouchers can also be used on the abovementioned websites to purchase an Additional Service and/or a Supplement, at the same time an iDNiGHT Ticket Order is placed. Each Purchase Voucher is valid only once and as such, if the value of the Purchase Order is greater than that of the product purchased, there is no refund and it is not possible to use the Purchase Voucher again for a later purchase.

Exchange Centre: Telephone centre set up by iDNiGHT that can be reached on 0.980.982.982 (no toll charge). The Exchange Centre is open every day (including Sundays and bank holidays) from 9 a.m. to 6 p.m. This service is only available in French and allows you to make certain types of iDNiGHT Ticket exchanges, in accordance with the measures of Article 8 of the General Terms of Sale.

Order: Operation in which You, on line via an iDTGV Website, a Seller Website or a Distributor Website, reserve and pay for iDNiGHT Tickets or iDTGV Tickets and, where possible, Additional Services as well as Supplements. The abovementioned products are settled via banking cards (CB, Visa or Mastercard), Credits or Purchase Vouchers on the iDTGV Website or on the Seller Websites, and on the Distributor Websites by banking cards (CB, Visa or Mastercard) only. The Order is finalised when your payment is confirmed.

Customer Account: Account that the Traveller can create on the iDTGV Website or via the Exchange Centre in accordance with Article 8.1.1 of the General Terms of Sale by sending certain items of personal information, in particular the Traveller's first and last names and date of birth. This account will allow the Traveller to receive iDNiGHT Credits and to take advantage of certain benefits for which details are provided on the iDTGV Website. Customer Accounts can be consulted only through the iDTGV Website.

Creation: Personalisation of the iDNiGHT Ticket, carried out via the iDTGV Website or via a Seller Website, by entering the first and last names and date of birth of the Traveller and then by confirming before Printing. However, in the event of "Last-Minute Printing" provided for in Article 4.4 of the General Terms of Sale, the Creation of the iDNiGHT Ticket will be done without entering the Traveller's first and last names and date of birth.

Travel Dossier: All of the characteristics of your Travel associated with a reference number that is provided to You in order to Print the iDNiGHT Ticket and/or for any claims. A Travel Dossier can include up to 12 iDNiGHT return Tickets. It is furthermore possible for there to be several Travel Dossiers in the same Order (for example, when reserving an iDNiGHT Ticket and an iDTGV Ticket on a Distributor Website).

iDNiGHT: Rail transportation service for Travellers provided by iDTGV. This service on night trains is comprised solely of seats and does not offer "couchettes".

iDTGV: Simplified joint stock company with VAT number FR95478221021, listed in the Trade Registry of Nanterre as number 478 221 021 with head office located at 7, rue Pablo Neruda, 92300 Levallois Perret, France

Printing: The issue of an iDNiGHT Ticket on paper which occurs after the Creation of the iDNiGHT Ticket.

Travel: The segment between a departure station and an arrival station that is to be travelled by the Traveller on board an iDNiGHT Car.

iDNiGHT Car: Set of iDNiGHT cars, for which transportation is provided by SNCF, and which allows a Traveller to carry out Travel.

Additional Service: Set of services made available to You by iDNiGHT in the iDNiGHT Set of Cars. The Additional Services vary according to the date of travel and are produced by iDTGV. The supply of Additional Services is governed by the General Terms of Sale. Each Additional Service is described individually on the iDTGV Website and must be retrieved in the bar car of the iDNiGHT Set of Cars, by showing your iDNiGHT Ticket.

Customer Service on the Internet: Service offered by iDNiGHT for Travellers, that can be accessed from the iDTGV Website by clicking on "Contact us".

Distributor Website: Internet website offering iDNiGHT Tickets for sale and for which the URL addresses do not begin with <http://ventes.idtgv.com>. Distributor Websites only allow for the ordering of iDNiGHT Tickets. Creating, Printing and exchanging iDNiGHT Tickets purchased via a Distributor Website must be carried out on the iDTGV Website.

iDTGV Website: The Website of iDNiGHT, located at www.idtgv.com, to which You can connect in particular to Order, Create, Print and exchange your iDNiGHT Tickets, Additional Services and Supplements as well as to access your Travel Dossier.

Seller Website: Travel agency websites that offer all of the iDNiGHT products for sale and for which the URL addresses of the pages that allow iDNiGHT Tickets to be Ordered begin with <http://ventes.idtgv.com>. The Seller Websites distribute the iDNiGHT Tickets as well as the Supplements and Additional Services if the latter are purchased at the same time when the Order for the iDNiGHT Ticket is placed. The Creating and Printing of iDNiGHT Tickets purchased via a Seller Website are carried out on this same internet website in the conditions set forth in Article 4.4 of the General Terms of Sale.

Supervisor: SNCF agent that ensures Traveller safety and who is responsible for checking iDNiGHT Tickets when the Traveller enters the iDNiGHT Set of Cars as well as in the iDNiGHT Set of Cars themselves. Supervisors are accredited by the Public Prosecutor and are sworn agents. As such, they are authorised to collect and log the identity and address of offenders when they are checking iDNiGHT Tickets (in accordance with Article 529-4 II of the Code of criminal procedure). The Supervisor is also in charge of enforcing the rules of conduct, such as defined in Article 5 of the General Terms of Sale, on board the iDNiGHT Set of Cars.

Supplement: Includes the Pet Supplement and Baggage Supplements. These Supplements can be accessed on the iDTGV Website and on the Seller Websites, as well as through the Exchange Centre.

Pet Supplement: Supplement that appears on the iDNiGHT Ticket and which grants the right for a pet accompanying You to access an iDNiGHT Set of Cars and to carry out the corresponding Travel with You, in the conditions set forth in Article 12 of The General Terms of Sale. Each Traveller is limited to purchasing 2 Pet Supplements per Travel.

Baggage Supplement: Supplement that appears on the iDNiGHT Ticket and which grants You the right to bring an additional piece of baggage, beyond the limits set forth in Article 11 of The General Terms of Sale when You are travelling in an iDNiGHT Car. Each Traveller is limited to purchasing 2 Baggage Supplements per Travel.

Bar Car: Car located in the iDNiGHT Set of Cars which Travellers have access to for purchasing food and drinks to be eaten there or to be taken away.

iDlounge Car: 2nd class Car located in the iDNiGHT Set of Cars and for which certain seats are not marketed. Travellers throughout the entire iDNiGHT Set of Cars can access this car in order to take advantage of the activities that are offered.

You or the Traveller: Any person who places an Order for an iDNiGHT Ticket that shows, except in the case of "Last-Minute Printing" provided for in Article 4.4. of the General Terms of Sale, his first and last names and date of birth, and which as such allows him to be transported by iDTGV in the iDNiGHT Set of Cars.

3. Rates

iDNiGHT Ticket rates apply, regardless of the Traveller.

Only children under the age of 4 years on the date of travel are authorised to travel free of charge but cannot, in this case, be allocated a separate seat. In order for a child under the age of 4 years to have a separate seat, an iDNiGHT Ticket must be purchased at normal rate conditions.

No social fare reductions, for rail personnel or through agreements, fare reductions, commercial cards or SNCF loyalty programmes apply to the rates offered by iDNiGHT for Travel on iDNiGHT Sets of Cars.

Furthermore, when taking an iDNiGHT Set of Cars, You cannot benefit from SNCF rates offered for the services in that are in addition to the sale of an SNCF ticket, in particular the "Baggage at Home" and "Auto/Train" services.

4. Order

4.1. Traveller's Responsibility

In order to order and pay for the Order, You must be a major or an emancipated minor, able to legally contract and comply with the General Terms of Sale. You are financially liable for the Orders that are placed in your name for your account and for the account of a third party. You guarantee the truthfulness and accuracy of the information that You provide.

4.2. Placing an Order

You place your Order directly on line on the iDTGV Website, a Seller Website or a Distributor Website. All of the information pertaining to your Order is mentioned in your Travel Dossier.

iDNiGHT Tickets can be ordered 6 months at the earliest before the date of departure for the train that You want to take. An iDNiGHT Ticket can be purchased no later than 5 hours before the departure of this train.

When You order an iDNiGHT Ticket, You select:

- the number of Travellers;
- the dates and times for the outward and/or inward segments;
- the Travel;
- the desired class of comfort inside the train (1st or 2nd);
- where applicable, Additional Services (only from the iDTGV Website and Seller Websites);
- where applicable, Supplements (only from the iDTGV Website and Seller Websites).

You will see a page displayed with proposals of iDNiGHT Tickets that correspond to your selections.

On the iDTGV Website and on Seller Websites, a service for viewing your seat is offered to You. This service, which assists You in your selection, is provided to You solely for the purposes of information. The seat that You view can in no way have a contractual value and does not hold iDTGV liable in any way.

From among the iDNiGHT Tickets proposed to You, You must select the iDNiGHT Ticket that corresponds best and then You ensure that the latter has been established according to the conditions that You have entered.

If You are connected to the iDTGV Website or to a Seller Website, You can then choose any Additional Services or supplements.

If You are connected to a Distributor Website, You must then go, after confirming your Order, to the iDTGV Website in order to order any Additional Services or Supplements.

You then confirm your iDNiGHT Ticket selection, after having entered the information concerning the person that owns that bank account allowing for payment (first and last names, email address) and after having ticked the special box for accepting the General Terms of Sale.

4.3. *Paying for your Order on line*

Payment is made directly with iDNiGHT when the purchase is made from the iDNiGHT Website and the Seller Websites and via a travel agency when the purchase is made from a Distributor Website. Payment is made exclusively in Euros, for a minimum amount of 1 Euro and a maximum of 860 Euros per day and per bank card. Furthermore, for security reasons and in order to limit the risks in the event of bank card fraud, You cannot make more than three payments per day with iDTGV with the same bank card.

We accept the following payment methods:

- bank cards issued in France by the Carte Bleue, EUROCARD, MASTERCARD and VISA networks;
- banks cards issued in the European Union, United States, Andorra, Switzerland, Monaco and Liechtenstein by the EUROCARD, MASTERCARD and VISA networks;
- Credits on the iDTGV Website and Seller Websites;
- Purchase Vouchers on the iDTGV Website and Seller Websites.

If payment is made via a bank card, your bank statement will show one bank transaction per product (iDNiGHT Ticket, Additional Service or Supplement) rather than a set of products that You acquired during a single transmission of banking data. For example, a Traveller that has purchased an iDNiGHT return Ticket and an Additional Service will see three transactions on his statement.

Payments made to iDTGV from the iDTGV Website and the Seller Websites are encrypted using the SSL (*Secure Socket Layer*) procedure.

When a Purchase Voucher is used to make payment, if the value of this voucher is greater than the price to be paid on line during your Order, iDNiGHT does not refund the difference between the value of said voucher and the price of your Order, and as such the amount of this difference is lost by the Traveller.

4.4. *Creating and Printing your iDNiGHT Ticket*

iDNiGHT Tickets are delivered solely in the form of printed tickets, i.e. dematerialised electronic tickets that the Traveller has to print. You cannot retrieve an Order from a travel agency or from SNCF (station counters, boutiques, automatic machines).

You can Create and Print your iDNiGHT Ticket:

- either immediately after placing your Order on the iDTGV Website or on a Seller Website, by indicating your first and last names and date of birth;
- or later using the iDTGV Website, by indicating your email address and your Travel Dossier reference number. The latter will give You access to the internet page for Creating your iDNiGHT Ticket where You must indicate your first and last names and date of birth. However, if You Create your iDNiGHT Ticket within 5 hours before your departure, it is possible that You will not be asked to supply your first and last names and date of birth and that your iDNiGHT Ticket, although it is personalised via its bar code, will indicate only "Last-Minute Printing". Nevertheless, iDNiGHT strongly recommends, for reasons of simplicity, that You Create and Print your iDNiGHT Ticket no later than 5 hours before the departure of your train.

iDNiGHT Tickets are valid only if they have been printed on white A4 paper, blank on both sides, without changing the Print size, in portrait (vertical) format, using a laser or inkjet printer. They cannot under any circumstances be presented in another format (electronic, screen, etc.) as they will be declared as invalid. You can only print a single iDNiGHT Ticket at a time on each sheet of A4 paper (do not use the back).

Good Print quality is required. iDNiGHT Tickets that are partially printed, dirty, damages or illegible will not be accepted on board and will be considered as invalid. In the event of a problem or poor Print quality, You must print your iDNiGHT Ticket again.

To check for proper Print quality, ensure that the information written on the iDNiGHT Tickets, the text in the image frame and especially the barcodes, are legible.

In accordance with Article 6.1 of the General Terms of Sale, if You have created your iDNiGHT Ticket but are not able to show a printed version, if You show an iDNiGHT Ticket on a support other than that required in this article or if You show an iDNiGHT Ticket with insufficient Print quality, You will have to pay a charge of 5 Euros which corresponds to the fees for issuing a ticket on board.

Printing must be done using your computer which is properly configured (You must have a computer connected to the internet and which has the *Acrobat Reader* software as well as a laser or inkjet printer with a minimum resolution of 300 dpi).

Furthermore, iDNiGHT declines any responsibility for any anomalies that could occur when placing the Order, Creating or Printing iDNiGHT Tickets when these anomalies were not intentionally provoked by iDNiGHT or subsequent to negligence of the latter.

Finally, your iDNiGHT Ticket can be exchanged under the conditions in Article 8 of the General Terms of Sale. In accordance with this article, each exchange of an iDNiGHT Ticket requires You to Create and Print the iDNiGHT Ticket again, and this can only be done through the iDTGV Website.

In accordance with Article 6.1 of the General Terms of Sale, if You show an iDNiGHT Ticket printed before the exchange instead of iDNiGHT Ticket printed after said exchange, You will have to pay a charge of 5 Euros which corresponds to the fees for issuing a ticket on board. .

4.5. Confirmation of your Order

A confirmation for your Order is sent to You automatically via email, containing the details of the latter and the reference number of your Travel Dossier.

iDNiGHT declines any responsibility in the event the Traveller does not receive this email that would not caused by iDNiGHT failing to fulfil its obligations (case of *force majeure*, error in the email address provided to iDNiGHT by the Traveller, incorrect settings for your email inbox, etc.).

The abovementioned Travel Dossier reference number is personal to You and the Travel Dossier cannot be transferred.

After You confirm your Order, You do not have any cancellation rights. Your iDNiGHT Ticket can thus be exchanged but cannot, except for the case mentioned in Article 7.2.1 of the General Terms of Sale, be refunded.

5. Rules of conduct on board the iDNiGHT Set of Cars

Since You are making use of SNCF installations, You must comply with the safety standards that apply in trains as well as with the requirements of a legal and regulatory nature (in particular the Law of 15 July 1845 and the application order no. 730 for it of 22 March 1942) organising the police, security and aiming to guarantee law and order on trains, in stations and on the railroad tracks, such as posted in the main rail stations.

In addition, due to your use of the iDNiGHT Set of Cars, You are required to comply with special rules of conduct on board the latter, of which details are provided in this article.

5.1. Before boarding

Boarding access to the iDNiGHT Set of Cars can be denied to any person infringing the measures of order no. 730 of 22 March 1942, especially due to disturbing public order or a state of intoxication.

5.2. On board

5.2.1 Cars other than the iDlounge Car and the Bar Car

On board the iDNiGHT Set of Cars, You are strictly prohibited from consuming alcohol other than that purchased on board these cars. If these measures are not complied with, You will be considered as being in breach of the regulations.

The iDNiGHT Set of Cars are entirely non-smoking and this, regardless of any space on the train where You may be. In accordance with the measures of Article R. 3512-1 of the Public Health Code, any violation of this rule is sanctioned by the fine set forth for offences of the third class.

You agree to respect the cleanliness of the premises and of the equipment.

You agree to not deteriorate the areas, equipment and furniture as well as the objects that are made available to you, especially in terms of the entertainment provided for on board. In accordance with the measures of Article 80-2 of the order of 22 March 1942, any deterioration of equipment is liable to the fine set forth for offenses of the fourth class.

You are required to sit at the seat indicated on your iDNiGHT Ticket. If You want to change this, You must first see the Supervisor who, at his entire discretion, will either accept or refuse this change.

In the iDNiGHT cars, other than the iDlounge Car and the Bar Car, You agree to comply with the peace and quiet for all Travellers, especially between 1 a.m. and 5 a.m.

You agree to comply with instructions from the Supervisor who is in charge on board and, in general, to comply with all of the members of the iDNiGHT crew.

Warning: Any person on board that infringes the legal or regulatory measures for which the non-compliance is likely to compromise the safety of the Travellers or cause a disturbance to public order can be enjoined to leave at the first station on the Travel subsequent to observance of the event.

5.2.2 iDlounge Car

The iDlounge Car is a friendly area where Travellers can go who want to participate in an activity or entertainment, discover products and services from iDNiGHT partners, play or meet other Travellers.

So that everyone can take full advantage of this area, when You are in the iDlounge Car, You agree:

- to not smoke;
- to comply with the cleanliness of the iDlounge Car, and especially to leave anything at your seat after having benefitted from the entertainment.
- to not deteriorate this area;
- to not deteriorate the equipment or the products made available to You, with iDTGV reserving the right to institute any appropriate action in such a case;
- to comply with the Supervisor, the Barista and the other Travellers taking part in the entertainment;
- to follow the instructions given by the Supervisor and the Barista;
- to accept the seat limitations on the iDlounge Car and to comply with the choice of the Supervisor or Barista as to registration;
- to not bring with You, introduce and consume any beverage that was not purchased in the Bar Car.

5.2.3 Bar Car

You agree:

- to not smoke;
- to comply with the cleanliness in the Bar Car;
- to not deteriorate this area, with iDTGV reserving the right to institute any appropriate action in such a case;
- to comply with and follow the instructions given by the Supervisor and the Barista;
- to not bring with You, introduce and consume any beverage that was not purchased in the Bar Car.

The Barista reserves the right to decline alcohol service to any Traveller that he considers as intoxicated.

Alcohol cannot be sold to minors under 16 years of age. The Barista as such reserves the right to ask Travellers for identification in order to check their age.

iDNiGHT provides Travellers with the possibility to provide musical entertainment in the Bar Car. You must comply with the choice of the Barista as to registration, as well as the time allotted for each entertainer. At any time, the Barista reserves the right to terminate your entertainment if he so deems necessary. In particular, your entertainment must not contain any notions of a sexual, racist nature or that which could encourage violence.

6. iDNiGHT Ticket control and adjustments

6.1. iDNiGHT Ticket control

In order to access iDNiGHT Sets of Cars, the reservation of a seat as well as the holding of a valid iDNiGHT Ticket, excluding all other SNCF transportation documents) and printed in accordance with Article 4.4 of the General Terms of Sale, are required.

You must arrive no later than 5 minutes before the departure of the train. After this period, iDNiGHT does not guarantee that You will be able to board the train. It is however strongly recommended that You arrive for boarding 20 minutes before this departure.

iDNiGHT Tickets do not have to be punched, as the control for iDNiGHT Tickets is carried out under the authority of a Supervisor when You board the iDNiGHT Car.

However, although the control for iDNiGHT Tickets is done when boarding the iDNiGHT Car, You must be able to show your iDNiGHT Ticket to SNCF agents who ask to see it in the stations and in the trains.

iDNiGHT Tickets are personal and cannot be transferred. You must therefore also be able to show an official currently-valid form of identity with a photograph: national identity card, passport, driving licence or residence card to the Supervisor. Family record books are accepted for children. If You are not able to show one of the aforementioned forms of identification, the sanction that applies to You will be that which is mentioned in Article 6.2.1.A of the General Terms of Sale.

If You have created your iDNiGHT Ticket but are not able to show a printed version, if You show an iDNiGHT Ticket in a format other than that required in terms of Article 4.4 of the General Terms of Sale or if You have exchanged an iDNiGHT Ticket and You do not show its latest version, You can board the iDNiGHT Set of Cars, after the Supervisor or any SNCF agent checks, using an official form of identification, that your identity has been recorded on the list of Travellers and in exchange a charge of 5 Euros which corresponds to the fees for issuing a ticket on board.

You must also settle the aforementioned sum if You are not able to show a valid iDNiGHT Ticket or if You show an iDNiGHT Ticket with a print quality that is not sufficient in accordance with Article 4.4 of the General Terms of Sale and:

- You have Created and Printed your iDNiGHT Ticket and the identity mentioned when said ticket was created is that mentioned on the form of identification that You are showing;
- You have not Created and Printed your iDNiGHT Ticket and the identity of the person who paid for said ticket when it was Ordered is that mentioned on the form of identification that You are showing;
- You have not Created and Printed your iDNiGHT Ticket and the identity of the person who paid for said ticket when it was Ordered is not that mentioned on the form of identification that You are showing but You can provide the reference number of the Travel Dossier corresponding to the identity of the person who placed your Order.

However, if You have not Created and Printed your iDNiGHT Ticket, the identity of the person who paid for said ticket when it was Ordered is not that mentioned on the form of identification that You are showing and You cannot provide the reference number of the Travel Dossier corresponding to the identity of the person who placed your Order, the adjustments provided for in Article 6.2.1.A of the General Terms of Sale shall apply to You.

Furthermore, except in cases of obvious error, the Traveller acknowledges and accepts that the information resulting from iDNiGHT's information systems such as mentioned by the barcode reader device when the iDNiGHT Tickets are controlled electronically, is of a probative nature in any claim or dispute concerning the validity of iDNiGHT Tickets. This control device in fact observes the validity of iDNiGHT Tickets using the latest information updated in iDNiGHT's information systems.

As such, during an electronic control that establishes that an iDNiGHT Ticket shown by the Traveller is invalid, the information contained in iDNiGHT's barcode reader device shall be deemed as authentic and the iDNiGHT Ticket will not be valid. Likewise, if iDNiGHT's barcode reader device validates an iDNiGHT Ticket while invalidating the purchase of an Additional Service or a Supplement which is even so mentioned on the printed version of the iDNiGHT Ticket, this mention of the purchase of an Additional Service or of a Supplement shall not be valid.

Finally, IDTGV declines all responsibility in the event of loss, theft or illicit use of iDNiGHT Tickets.

6.2. Adjustments

6.2.1 Adjustments of a commercial nature

If you do not have an iDNiGHT Ticket or if you have an invalid transportation document, and you spontaneously go and see the Supervisor and mention that you are in an irregular situation as soon as you board an iDNiGHT Set of Cars, you can benefit from an adjustment of a commercial nature by the Supervisor, subject to seat availability in the iDNiGHT Car.

Adjustments of a commercial nature are carried out in the conditions mentioned hereinafter.

A. No prior purchase of an iDNiGHT Ticket or iDNiGHT Ticket is not valid in the iDNiGHT Car

Regardless of the Travel in question, the adjustment procedures applied are as follows:

- if you are travelling in first class, you must pay the maximum price for first class according to the current iDNiGHT rate chart for the Travel and the period in question, plus an additional charge of 10 Euros corresponding to the fees for issuing a ticket on board.
- if you are travelling in second class, you must pay the maximum price for second class according to the current iDNiGHT rate chart for the Travel and the period in question, plus an additional charge of 10 Euros corresponding to the fees for issuing a ticket on board.

The amount corresponding to this adjustment of a commercial nature must be paid immediately by the Traveller to the Supervisor.

B. Upgrading

On board the iDNiGHT Car, upgrading, i.e. travelling in a class that is greater than that mentioned on the iDNiGHT Ticket, is subject to prior approval from the Supervisor that the Traveller must go and see.

If the upgrade is authorised, the Supervisor will collect the difference between the maximum price for first class in the current iDNiGHT rate chart for the Travel and the period in question less the price of the iDNiGHT Ticket shown by the Traveller.

The amount corresponding to this adjustment of a commercial nature must be paid immediately by the Traveller to the Supervisor.

6.2.2 Travellers in an irregular or fraudulent situation

A. You are in an irregular situation if, after the train departs and without having first spontaneously sought the Supervisor, you are not able to show a valid iDNiGHT Ticket, i.e. in particular if:

- you do not have an official form of identification, that is currently valid with a photograph (national identity card, passport, driving licence or resident card) that proves that you are the person mentioned on the iDNiGHT Ticket that You are showing;
- you are travelling in an iDNiGHT Car in conditions concerning Travel, date, time, train and comfort class that differ from those mentioned on your iDNiGHT Ticket;
- you are using a transportation document other than an iDNiGHT Ticket;
- the non-validity of your iDNiGHT Ticket is established subsequent to the electronic control carried out by iDNiGHT's barcode reader device (except in the case, provided for in Article 6.1 of the General Terms of Sale, when the Traveller does not present the latest version of his iDNiGHT Ticket when said ticket has been exchanged).

When the iDNiGHT Tickets are controlled, if you have not spontaneously and in advance informed the Supervisor of your irregular situation in the conditions defined hereinabove, you must adjust your situation by immediately paying a sum for which the amount is indicated hereinbelow:

- if you are travelling in first class: you must pay the maximum price for first class travel in the current iDNiGHT rate chart for the Travel and period in question, plus a lump-sum indemnity of 25 Euros;
- if you are travelling in second class: you must pay the maximum price for second class travel in the current iDNiGHT rate chart for the Travel and period in question, plus a lump-sum indemnity of 25 Euros.

The indemnity is due per Traveller in an irregular situation. All irregular situations are subject to an observation in the form of a report written by the Supervisor.

In addition, in the event You board or leave the train in a station that is not indicated on your iDNiGHT Ticket, the lump-sum indemnity to adjust your situation that applies will be 35 Euros, without You having to pay the price for a new iDNiGHT Ticket.

B. You are in a fraudulent situation if, in particular, in the boarding or deboarding areas or in an iDNiGHT Car:

- you are using a counterfeit iDNiGHT Ticket;
- you are using a forged iDNiGHT Ticket;
- you are using an iDNiGHT Ticket issued in the name of another person;
- you are using an iDNiGHT Ticket for which the price is not validly settled.

In the event of a fraudulent situation, the adjustment methods applied are as follows:

- if you are travelling in first class: you must pay the maximum price for first class travel in the current iDNiGHT rate chart for the Travel and period in question, plus a lump-sum indemnity of 121 Euros;
- if you are travelling in second class: you must pay the maximum price for second class travel in the current iDNiGHT rate chart for the Travel and period in question, plus a lump-sum indemnity of 121 Euros.

The indemnity is due per Traveller in a fraudulent situation. All fraudulent situations are subject to an observation in the form of a report written by the Supervisor.

Any fraudulent use of an iDNiGHT Ticket can lead to immediate retention of the ticket and where applicable, the institution of legal proceedings.

If you have a counterfeit, forged or unpaid iDNiGHT Ticket, you are also subject to the filing of a complaint for fraud. Infraction reports fall within the framework of the law concerning daily security of 15 November 2001 and in particular the "habitual fraud" misdemeanour.

6.3. *Payment methods in the event of an adjustment*

All collections made by the supervisors give rise to the issue of a receipt which, where applicable, can be used as a valid transportation document in iDNiGHT Cars. On board an iDNiGHT Car, payments are made by bank or postal cheque, in cash (in Euros) or by French bank card with a chip that have the CB logo, except for cards that require systematic authorisation (those with characters or numbers that are not embossed). International foreign bank cards with magnetic strips, that contain the CB, VISA or Mastercard logo, are also accepted.

The acceptance of cheques is subject to the presentation of an official currently-valid form of identification with a photograph and a second official document if the amount of the cheque is greater than 150 Euros.

If you cannot or do not want to pay the sum on the spot that you owe and as such refuse the transaction that is proposed, a report observing the infraction is drawn up by the Supervisor. In this case, administrative fees of 38 Euros are added to the initial amount.

You then benefit from the period of time provided for by law:

- To settle the amount of the transaction which includes:
 - the amount of the adjustment requested;
 - the administrative fees, in accordance with the measures of Article 529-4 of the Code of criminal procedure and those of Articles 80-4 to 80-7 of order no. 730 of 22 March 1942 amended.
- To send a motivated protest, to Service Recouvrement des procès verbaux SNCF – BP 8075 – 34507 BEZIERS CEDEX which will then be forwarded to the Public Prosecutor.

When checking for the existence and the validity of iDNiGHT Tickets, Supervisors are authorised to log the identity and address of offenders.

If an offender refuses or is not able to prove his identity, the Supervisor will immediately report this to any judiciary police officer of the national police or of the national gendarmerie having territorial jurisdiction, which then can order the offender to be presented without delay.

If payment is not made within the allotted legal period of time and in the absence of a protest, the offender will be subject to criminal proceedings in accordance with the measures of Articles 529-2 et seq. of the Code of criminal procedure.

7. Delays and Cancellation

7.1. Delays

Wherever possible, iDNiGHT agrees to comply with the time schedules sent on the date of the Order. In the event a modification must be made to the scheduled time on the iDNiGHT Ticket before the date of departure, iDNiGHT will make every effort to inform You within the shortest possible timeframe.

In the event of arrival with a delay exceeding between 60 and 119 minutes with regards to the initially scheduled time on the iDNiGHT Ticket and which can be attributed to SNCF in its quality as transporter, a compensation of 25% of the price of the outward bound iDNiGHT Ticket involved in the delay (i.e. the price paid for outward bound Travel, less the price of any Additional Services and/or Supplements) will be allocated to You in the form of a Purchase Voucher sent to the email address that recorded at the time of your Order.

In the event of arrival with a delay exceeding 120 minutes with regards to the initially scheduled time on the iDNiGHT Ticket and which can be attributed to SNCF in its quality as transporter, a compensation of 50% of the price of the outward bound iDNiGHT Ticket involved in the delay (i.e. the price paid for outward bound Travel, less the price of any Additional Services and/or Supplements) will be allocated to You in the form of a Purchase Voucher sent to the email address that recorded at the time of your Order.

The late arrival of a train cannot under any circumstances give rise to any form of monetary reimbursement (in cash, by bank transfer, etc.).

This compensation commitment does not apply when the delay is less than 60 minutes or is due to a cause that cannot be attributed to SNCF. A delay that is not attributable to SNCF can in particular be caused by an act characterised as malice, a demonstration by people exterior to SNCF, the occurrence of an obstacle on the track, a climatic incident, an accident involving a casualty or a security alert in a station. A delay that can be attributed to SNCF can, in particular, be caused by a defect in its equipment or an incident involving the catenary system.

If the train is delayed by more than 60 minutes, iDNiGHT will send You an email directly to the email address that You recorded at the time of your Order to inform You if said delay provides you with rights to compensation in application of this article. As such, no action from you shall be necessary.

7.2. Cancellation

7.2.1 Train cancellation

In the event a scheduled train has to be cancelled, iDNiGHT, will make every effort to inform You within the shortest possible timeframe.

If this cancellation can be attributed to iDTGV or to SNCF in its quality as transporter, You will be offered compensation of a commercial nature. This compensation is in the form of a bank transfer and will be sent to the bank account of the person who paid for the cancelled outward bound journey of the iDNiGHT Ticket. It will be equal to the amount paid when the cancelled outward bound journey of the iDNiGHT Ticket was purchased, plus any Additional Services and Supplements attached to this iDNiGHT Ticket.

iDNiGHT shall inform You, via email at the email address that You recorded at the time of the Order, of the reasons for the cancellation and, where applicable, will initiate the bank transfer for the refund.

iDNiGHT does not refund cancellations of iDNiGHT Tickets for personal, professional or health reasons.

7.2.2 Cancellation of an Additional Service

A. Unavailability of an Additional Service

In the event an Additional Service is unavailable for which payment has already been made, iDNiGHT will offer You during your travel to choose between a replacement Additional Service at a price equivalent to the unavailable Additional Service and the possibility to purchase products sold in the iDNiGHT bar car for an amount equivalent to that of the unavailable Additional Service. If You accept one of these two replacement proposals, You renounce the possibilities mentioned hereinbelow.

If You refuse these replacement proposals, compensation will be offered to You. The latter will be in the form of a Purchase Voucher per Traveller, for an amount identical to that paid by the Traveller for the purchase of the unavailable Additional Service, plus a percentage, set by iDNiGHT according to the Additional Service, which cannot be less than 10% of the price of the unavailable Additional Service.

The Traveller will however have the possibility of contacting Customer Service to ask that this Purchase Order be cancelled and transformed into a refund for the exact price of the unavailable Additional Service. This refund will then be carried out by bank transfer to the same bank account that was used to pay for the unavailable Additional Service.

B. Non-retrieval of an Additional Service by a Traveller

iDNiGHT does not refund any Additional Service that was available but was not retrieved by the Traveller.

8. Exchanges

The iDNiGHT Ticket is valid exclusively in the iDNiGHT Car for which You have placed your Order. The iDNiGHT Ticket has to be exchanged in order to modify one or more of the following travel items:

- the day and/or time of departure;
- the Travel;
- the seating and/or class of comfort;
- the Additional Services and/or Supplements.

An iDNiGHT Ticket is personal and cannot be transferred. In addition, it can be exchanged only for another iDNiGHT Ticket or an iDTGV Ticket, excluding any other transportation document, in particular SNCF transportation documents (TGV, Corail, etc.).

The outward bound Travel and the inward bound Travel for an iDNiGHT return Ticket cannot be disassociated. As such, within the framework of an Order for an iDNiGHT return Ticket, the outward bound Travel and the inward bound Travel cannot be exchanged separately, even if the iDNiGHT Ticket has not yet been created. Consequently, if You are expected to need to exchange only the outward bound or the inward bound portion of an iDNiGHT return Ticket, you must purchase two outward bound iDNiGHT Tickets.

Example: A Traveller has purchased an iDNiGHT return Ticket between Paris and Marseilles. He wants to exchange only the outward bound portion of his iDNiGHT Ticket and retain the inward bound portion. However, since he purchased an iDNiGHT return Ticket, you will for this have to exchange the outward bound and inward bound portions of his iDNiGHT Ticket, with no guarantee of obtaining an inward bound iDNiGHT Ticket in the same conditions (fare, seating, etc.) as those obtained at the initial purchase. However, if this Traveller purchases 2 outward bound iDNiGHT Tickets (1 Paris-Marseille and 1 Marseille-Paris), he will be able to exchange his iDNiGHT Ticket corresponding to the Paris-Marseille Travel without having to modify the conditions of the inward bound Travel (Marseille-Paris).

An exchange is possible and valid only if all of the following conditions are met:

- the rate for the initial iDNiGHT Ticket allows for an exchange (some promotional rates cannot be exchanged);
- the exchange is requested before the closing of iDNiGHT Ticket sales for the train that You no longer want to take, i.e. 5 hours before the departure of this train (be aware that that if an iDNiGHT return Ticket has been purchased, an exchange is possible only before the closing of iDNiGHT Ticket sales for the outward bound Travel), and within the opening hours of the Exchange Centre, when the exchange is made by telephone;
- the desired seats in the new chosen iDTGV or iDNiGHT train are already open for reservations;
- there is space available in the new chosen iDNiGHT or iDTGV train.

Exchanging an iDNiGHT Ticket can be done before or after the Creating and Printing of the iDNiGHT Ticket.

Each of the three types of exchange mentioned hereinbelow require that the iDNiGHT Ticket be Created and Printed again on the iDTGV Website.

Payment is made exclusively in Euros, by bank card (Carte Bleue, Visa, MasterCard) as well as via a Credit.

Furthermore, exchanging an iDNiGHT Ticket for an iDTGV Ticket, which is subject to these exchange conditions, implies acceptance of the iDTGV General Terms of Sale. Ordering the new ticket, using it on board and the transport as well are then subject to the iDTGV General Terms of Sale which are available on the iDTGV Website.

Three types of exchanges concerning iDNiGHT Tickets need to be distinguished, as each has particularities concerning the steps to be taken by the Traveller:

8.1. Exchanges made on the iDTGV Website

8.1.1 Exchanges concerning seating, Additional Services and/or Supplements

You need to make this type of exchange in order to change one or more of the following items:

- your seating (car, seat number) without making a change to your class of comfort;
- an Additional Service (which can be exchanged, removed or added);
- a Supplement (which can be exchanged, removed or added);

This type of iDNiGHT Ticket exchange can be done without any additional cost.

You can only make this type of exchange on the iDTGV Website.

If after the process of removing or exchanging an Additional Service or a Supplement, You have paid an amount that is greater than that which You should have paid after the removal or the exchange, a Credit corresponding to the amount of the difference between these two sums (the "delta") will be sent to you via your Customer Account if you have such an account. Otherwise, You will receive a Purchase Voucher, also in the amount of said "delta".

However, no compensation will be allocated to You in the event your exchanged iDNiGHT Ticket was paid for with a Purchase Voucher, the value of the aforementioned "delta" is then lost.

After the exchange, confirmation will be sent to You automatically via email. You can then print your new iDNiGHT Ticket only via the iDTGV Website.

iDNiGHT declines any responsibility in the event the Traveller does not receive this email that would not caused a failure to fulfil its obligations (case of *force majeure*, error in the email address provided to iDNiGHT by the Traveller, incorrect settings for your email inbox, etc.).

8.1.2 Exchanges concerning the day/time of departure, class of comfort and/or Travel

You need to make this type of exchange when the cases mentioned in Article 8.2 of the General Terms of Sale do not apply to You and when You want to change one or more of the following items:

- the day and/or time of your departure;
- your class of comfort;
- your Travel;
- for an iDNiGHT return Ticket, your departure or arrival station in such a way as to no longer have the same outbound and inbound journey over the same Travel.

You must make this type of exchange on the iDTGV Website. However, if You cannot make do otherwise, iDNiGHT will accept to make this type of exchange from the Exchange Centre. In this case, before contacting our Exchange Centre, we ask imperatively that You check for availability for travel and the possibilities for exchange on the iDTGV Website.

This type of iDNiGHT Ticket exchange is subject to an exchange charge of 10 Euros including tax that applies to each Traveller and per segment exchanged (1 iDNiGHT single Ticket exchanged = 1 segment; 1 iDNiGHT return Ticket exchanged = 2 segments), and this regardless of the number of changes made.

This type of exchange is possible only if the price of the new iDNiGHT Ticket is at least equal to the price of the iDNiGHT Ticket that You want to exchange. Furthermore, if there is a difference between the price paid for the initial iDNiGHT Ticket and the price of the new iDNiGHT Ticket, You must pay the price difference, in addition to the administrative costs.

Example: Two Travellers who want to exchange their two iDNiGHT Tickets for a single Paris- Marseilles for which they paid 39.90 Euros per iDNiGHT Ticket, for two iDNiGHT Tickets for a single Paris-Avignon at a cost of 49.90 Euros per iDNiGHT Ticket, will have to pay 10 Euros in charges and 10 Euros the difference in price per iDNiGHT Ticket, for a total of 40 Euros for the two iDNiGHT Tickets.

After the exchange, confirmation will be sent to You automatically via email. You can then print your new iDNiGHT Ticket only via the iDTGV Website.

iDNiGHT declines any responsibility in the event the Traveller does not receive this email that would not caused a failure to fulfil its obligations (case of *force majeure*, error in the email address provided to iDNiGHT by the Traveller, incorrect settings for your email inbox, etc.).

8.2. Exchanges to be made solely via the Exchange Centre

You must make this type of exchange when You want to change the day, time, Travel and/or date of the iDNiGHT Ticket for only one or two of the passengers in the Travel Dossier that does not include more than 3 Travellers. For groups that benefit from the reduction mentioned in Article 10 of the General Terms of Sale, this exchange is therefore not possible.

Before contacting our Exchange Centre, we ask imperatively that You check for availability for travel and the possibilities for exchange on the iDTGV Website.

Subsequent to your call, confirmation will be sent to You automatically via email. You can then print your new iDNiGHT Ticket only via the iDTGV Website.

iDNiGHT declines any responsibility in the event the Traveller does not receive this email that would not caused a failure to fulfil its obligations (case of *force majeure*, error in the email address provided to iDNiGHT by the Traveller, incorrect settings for your email inbox, etc.).

This type of iDNiGHT Ticket exchange is subject to a charge of 10 Euros including tax that applies to each Traveller and per segment exchanged (1 iDNiGHT single Ticket exchanged = 1 segment; 1 iDNiGHT return Ticket exchanged = 2 segments), and this regardless of the number of changes made.

This type of exchange is possible only if the price of the new iDNiGHT Ticket is at least equal to the price of the iDNiGHT Ticket that You want to exchange. Furthermore, if there is a difference between the price paid for the initial iDNiGHT Ticket and the price of the new iDNiGHT Ticket, You must pay the price difference, in addition to the administrative costs.

Example: Two Travellers have purchased two iDNiGHT return Tickets between Paris and Marseilles for a price of 79.80 Euros per iDNiGHT return Ticket. One of the two Travellers wants to exchange his iDNiGHT return Ticket between Paris and Marseilles for a return ticket between Paris and Avignon at 99.80 Euros. He will therefore have to pay 20 Euros in charges and 20 Euros for the difference in price.

9. Reserving specific services for mobility-impaired people

9.1. Documents to be shown by the mobility-impaired Traveller benefitting from one of the specific services offered by iDNiGHT

Do not forget to bring an official form of identification (currently valid and with a photograph) and your disability card. If You are not able to show an official form of identification, the sanction that applies to You will be that which is mentioned in Article 6.2.1.A of the General Terms of Sale.

9.2. Ordering an iDNiGHT Ticket for the assistant of a mobility-impaired Traveller

You must place the Order for your iDNiGHT Ticket on the iDTGV Website or on a Seller Website by following the steps defined in Articles 4.2 and 4.3 of the General Terms of Sale.

Subject to availability, iDNiGHT will do all that is possible to provide You with the services defined in this article of the General Terms of Sale. We ask however that You place the Order no later than 48 business hours before the departure of the train that You want to take.

In addition, in the pull-down menu available to You when placing your Order, You must select the "*Mobility-impaired person*" option.

After You have placed your Order, You must, without delay and no later than 48 business hours before the departure of your train, go to the frequently asked questions (FAQ) page on the iDTGV Website and click on "*Services for handicapped travellers*". You will be taken to a form that You must fill in.

The iDNiGHT Ticket for your assistant is free if You have a disability card that mentions "third party", "needs assistance" or "needs blind assistance". iDNiGHT will then seat this assistant as close as possible to your seat (according the remaining seats available in the iDNiGHT Car).

iDNiGHT will provide You with confirmation of seating for your assistant via email. At that time, you can Create and Print the iDNiGHT Tickets from the iDTGV Website, by clicking on "print" and then by following the instructions that will be provided to You.

iDNiGHT declines any responsibility in the event the Traveller does not receive this email that would not caused a failure to fulfil its obligations (case of *force majeure*, error in the email address provided to iDNiGHT by the Traveller, incorrect settings for your email inbox, etc.).

9.3. Reserving the dedicated "wheelchair" space

To reserve the dedicated "wheelchair" space, You must place the Order for your iDNiGHT Ticket on the iDTGV Website or on a Seller Website by following the steps defined in Articles 4.2 and 4.3 of the General Terms of Sale.

Subject to availability, iDNiGHT will do all that is possible to provide You with the services defined in this article of the General Terms of Sale. We ask however that You reserve no later than 48 business hours before the departure of the train that You want to take.

In addition, in the pull-down menu available to You when placing your Order, You must select the "*Mobility-impaired person*" option.

After You have placed your Order, You must, without delay and no later than 48 business hours before the departure of your train, go to the frequently asked questions (FAQ) page on the iDTGV Website and click on "Services for handicapped travellers". You will be taken to a form that You must fill in.

Our Customer Service on the Internet will reserve a seat for You in the area reserved for the wheelchair, located in first class with no increase in the price. If You must travel with an assistant, You must also follow the instructions in Article 9.2 of the General Terms of Sale.

iDNiGHT will provide You with confirmation by email when these measures have been taken. At that time, you can Create and Print the iDNiGHT Tickets from the iDTGV Website, by clicking on "print" and then by following the instructions that will be provided to You.

iDNiGHT declines any responsibility in the event the Traveller does not receive this email that would not caused a failure to fulfil its obligations (case of *force majeure*, error in the email address provided to iDNiGHT by the Traveller, incorrect settings for your email inbox, etc.).

9.4. You would like to take advantage of the station access service

To access this service, there are two solutions:

- at least 30 minutes before the departure of your train, go to the "disabled welcome" counter at the station (a list of "disabled welcome" counters for the stations served by the iDNiGHT Cars is available on the www.gares-en-mouvement.com website);
- contact the Access Plus service, such as defined hereinbelow, at least 2 days before your date of departure.

Access Plus is a free welcoming and accompaniment service from the entrance at the departure station right to the exit of the arrival station. This service is intended:

- for Travellers that have a disability card of 80% or more;
- for Travellers with an obvious handicap, i.e. arriving at the station with their own wheelchair;
- for Travellers that have a war pensioner/discharged card.

You can reserve the Access Plus service as early as 90 days and no later than 2 days before your date of departure:

- by telephone, via normal dialling: 0 890 640 650 then dial 1 (0.11€ inc. tax/min from a land line);
- by telephone, via short code dialling: 36 35 then say Access Plus (0.11€ inc. tax/min from a land line);

- by fax: 0 825 825 957 (0.15€ inc. tax/call);
- via email: acesplus@sncf.fr;
- via internet, from the www.voyages-sncf.com and www.acesplus.sncf.com websites.

The service centres that can be reached by telephone are open 7 days a week from 7 a.m. to 10 p.m.

9.5. *You are travelling with a "guide dog" or a "service dog"*

Any disabled Traveller with a disability card that mentions a disability rate of 80% or more can travel with a "guide dog" or a "service dog". This dog travels free of charge, without a Pet Supplement, and furthermore is exempt from having to wear a muzzle.

Remember to be on the platform 20 minutes before the departure time of your train in order to facilitate access to your seat.

In addition, if You cannot show your disability card, an adjustment of 45 Euros mentioned in Article 12.2 of the General Terms of Sale will apply to You.

10. Groups

Placing an Order for groups for iDNiGHT Travel is possible up to 12 Travellers.

Groups comprised of at least 4 Travellers benefit from a reduction that varies according to the number of Travellers in the group and for which details are provided on the iDTGV Website.

In order to take advantage of this reduction, a single person must Order and Create the iDNiGHT Tickets. A single Travel Dossier will therefore contain all of the iDNiGHT Tickets.

In accordance with Article 8 of the General Terms of Sale, exchanging iDNiGHT Tickets that benefit from the aforementioned reduction is possible only if all of the iDNiGHT Tickets in the Travel Dossier are exchanged, and according to the same characteristics (train, day and/or time of departure, Travel, class of comfort).

Groups must pay particular attention in complying with the rules of conduct stipulated in Article 5 of the General Terms of Sale.

11. Baggage

11.1. *Baggage limits per Traveller*

The baggage that You bring on board iDNiGHT Cars are to be monitored by you and are your responsibility throughout the entire Travel. Risks concerning loss, damage and theft of baggage are at your expense.

Your baggage cannot exceed:

- two pieces of hand baggage per Traveller; or
- one piece of hand baggage and one object per Traveller (a folding baby stroller, a wheelchair, a bicycle if the wheels have been removed and are stored together in a special cover that does not exceed 1.20m x 0.90m, a wakeboard stored in a cover that does not exceed 1.20m x 0.90m, a pair of skis, a monoski or a snowboard, a sac containing a pet "of small size"); or
- one piece of hand baggage per Traveller and a piece of baggage that does not exceed 0.50m x 0.50m x 0.50m; or
- one piece of hand baggage per Traveller and a musical instrument stored in a container that does not exceed 0.50m x 0.50m x 0.50m.

Beyond these limits, You cannot board the train without parting with your excess baggage. As a commercial gesture and if the configuration of the iDNiGHT Car allows, the Supervisor may allow you to board the iDNiGHT Car with one or more of your pieces of excess luggage.

11.2. *Baggage Supplement Purchase*

If You wish to travel with more than two pieces of baggage, You must purchase a Baggage supplement at a cost of 35 Euros per additional bag by:

- confirming on the iDTGV Website or on a Seller Website the purchase of a "Baggage Supplement" when placing your iDNiGHT Ticket Order;
- after placing your Order, by going to the iDTGV Website and by confirming the purchase of a "Baggage Supplement";
- by contacting the Exchange Centre no later than 5 hours before the departure of your train.

Each Traveller is limited to 2 Baggage Supplements per Travel.

In the event of an irregular situation, the amount for the adjustment will be 45 Euros per piece of baggage in an irregular situation.

11.3. *Baggage transportation*

Each piece of baggage placed in an iDNiGHT Car must be able to be identified as belonging to a Traveller; any unidentified objects is considered as suspicious and can be destroyed by the appropriate services. You must as such visibly place your first and last names on your baggage when You want to place it in the area located above and below the seat to which You have a right, as well as in the general areas provided for this purpose in the iDNiGHT Set of Cars. Labels are provided to Travellers in the SNCF stations.

Baggage must not hinder the circulation of Travellers on board the iDNiGHT Set of Cars and human safety. The Supervisor alone is in charge of judging whether or not baggage on board is compliant with the General Terms of Sale. Travellers with unauthorised baggage will not be accepted on board if they cannot part with the baggage or if they do not purchase a Baggage Supplement.

The boarding area, which is often of limited size on the departure platform of the iDNiGHT Car, is reserved for Travellers with an iDNiGHT Ticket. As such, You cannot be accompanied by a third party up to the door of the train, especially to assist You in carrying your baggage.

However, a Traveller who has paid a Baggage Supplement can be assisted by a third party to carry a bulky piece of baggage up to the door of the train. This third party however will not be authorised to board the iDNiGHT Set of Cars.

12. **Pets**

12.1. *When a Pet Supplement needs to be purchased*

In order to be accepted on board iDNiGHT Cars, pets "of small size", i.e. weighing less than 6 kilos, must be carried in a suitable container that is closed (for which the dimensions cannot exceed 45cm x 30cm x 25cm). In this case, the "small size" pet will travel free of charge and You will not have to show a Pet Supplement.

"Large size" pets, i.e. with a weight exceeding 6 kilos, as well as "small size" pets that are not placed in a container with authorised dimensions, are accepted on board as long as they are muzzled, kept on a lead and the Traveller shows a Pet Supplement.

In all cases, the presence of a pet on board iDNiGHT Cars is subject to the absence of any opposition expressed by the other Travellers.

12.2. *Purchasing a Pet Supplement*

The Pet Supplement costs 35 Euros per pet that lies within its scope of application.

Pet Supplements are purchased by:

- confirming on the iDTGV Website or on a Seller Website the purchase of a "Pet Supplement" when placing your iDNiGHT Ticket Order;
- after placing your Order, by going to the iDTGV Website and by confirming the purchase of a "Pet Supplement";
- by contacting the Exchange Centre no later than 5 hours before the departure of your train.

No more than 2 pets per Traveller during Travel will be accepted.

In the event of an irregular situation, the amount for the adjustment will be 45 Euros per pet in an irregular situation.

12.3. *Access conditions for the pet*

Ensure that the presence of your pet does not bother the other Travellers. If the said presence were to bother another Traveller, the Supervisor will have the possibility of reseating You in the iDNiGHT Set of Cars.

A Traveller with a pet and who does not comply with the General Terms of Sale will be denied access if the animal cannot be left behind or a Pet Supplement is not purchased.

In accordance with Article 9.4 of the General Terms of Sale, "guide dogs" as well as "service dogs" travel free of charge in the iDNiGHT Set of Cars.

13. **Liability**

13.1. *Rail transportation service provided by SNCF*

iDTGV cannot be held liable for the rail transportation service provided by SNCF. SNCF is liable for damage of any type caused to Travellers, due to the operation of rail transportation services.

SNCF, having the quality of transporter, is liable in particular for:

- bodily, material and moral damage undergone by the Travellers, according to the conditions of common law that apply to contracts concerning the transportation of Travellers;
- in the event where it would assume handling and/or moving operations concerning baggage (for example, between two modes of transportation in the event travel is interrupted), losses, damage and theft that occurred during these operations, in the same conditions as those provided for in the travellers rates for checked baggage (these conditions can be consulted using the www.voyages-sncf.com internet website).

However, risks concerning loss, damage and theft of baggage that you carry with You are at your expense.

13.2. *iDNiGHT Tickets, Additional Services and Supplements*

iDTGV cannot be held liable for the partial or entire non-execution of your Order, in event of *force majeure*, partial or full disturbance or strike concerning the means of transportation and/or communication.

In the event an iDNiGHT Ticket is cancelled for reasons other than one of the aforementioned causes, the liability of iDTGV cannot exceed, except where legal measures provide otherwise, the amount paid at the time this iDNiGHT Ticket was purchased. The same shall apply in the event of a purchase of an Additional Service (liability is limited to the amount paid at the time this service was purchased) or of a Supplement (liability is limited to the amount paid at the time this supplement was purchased).

Except where legal measures provide otherwise, You acknowledge that the liability of iDTGV concerning the establishment of damage caused by an Additional Service cannot in any case exceed the amount paid by the Traveller for the purchase of said service.

iDTGV does not guarantee that the iDTGV Website and the Seller Websites are free from anomalies and errors. If anomalies or errors were to occur, iDTGV does not guarantee that the latter will be able to be corrected, nor does it guarantee that the iDTGV Website and the Seller Websites will operate without interruption or failure.

By Ordering any products and services offered by iDNiGHT, You declare that You are aware of and that You accept the characteristics and the limits of the internet, and in particular its technical performance, the response time to consult, interrogate or transfer data and the risks linked to the security of the communications, the connection and the transmission of data over the internet, especially when payment transactions are performed.

Consequently, iDTGV shall under no circumstances be held liable for any damage, whether direct or indirect, in particular:

- for the failure of any receiving equipment or communication lines;
- for problems concerning the carriage, downloading and/or loss of any email and, more generally, for problems causing the loss of any data;
- for the malfunction of any software;

- for the consequences of any virus, anomaly, technical defect;
- for any malfunction of the Internet network as well as any technical, equipment and software failure of any nature, that has prevented the proper placing of the Order.

iDNiGHT cannot accept any claim and no refund concerning any non-execution or poor execution of the service that is provided to You if the latter is attributable to You, or results, due to a party outside of the service, from a contingency that is independent of its will or in the event of *force majeure*.

Except where legal measures provide otherwise, iDTGV cannot be held liable for the fault of a partner.

14. Intellectual property

iDTGV and its partners own all of the intellectual property rights concerning the iDTGV Website and the Seller Websites.

Accessing the iDTGV Website and the Seller Websites does not confer any intellectual property rights to You concerning these websites which remain the sole property of iDTGV and its partners.

The items that can be accessed on the iDTGV Website and on the Seller Websites, especially in the form of texts, photographs, images, icons, maps, sounds, videos, software, databases and data are also protected by intellectual and industrial property right laws and other private rights that iDTGV and its partners hold

Unless otherwise explicitly mentioned in the General Terms of Sale, You cannot, under any circumstances, reproduce, represent, modify, transmit, publish, adapt, on any medium whatsoever, via any means whatsoever, or operate in any manner whatsoever, all or a portion of the iDTGV Website or of a Seller Website without prior authorisation in writing from iDTGV. You are hereby informed that this enjoyment is in particular, but not exclusively, aimed at practices such as scrapping or the use of robots for the purposes of extracting or reproducing any item of the iDTGV Website or of a Seller Website.

Any operation that is not authorised in advance by iDTGV, for any terms whatsoever, of all or a portion of the iDTGV Website or of a Seller Website can be subject to any suitable proceedings, especially proceedings for counterfeiting.

Solely the usage of a non-substantial portion of the iDTGV Website or of a Seller Website is authorised for purposes that are strictly private and non-commercial.

The insertion of hypertext links to any portion of the iDTGV Website or of a Seller Website is prohibited without prior authorisation in writing from iDTGV.

15. Personal data protection

In accordance with Law no. 78-017 of 6 January 1978 concerning computers, files and liberties, You are hereby informed that the personal data concerning You will undergo processing. This data is intended for the commercial and administrative departments of iDTGV, to the upline management of the personnel working in these departments, to departments that are internal and external to iDTGV in charge of auditing it as well as to outside companies that can be bound contractually to iDTGV for the execution of its contract with the traveller. iDTGV is also responsible for processing this data of a personal nature.

Within the framework of this processing, some of the aforementioned data may be transferred to a subcontractor of iDTGV located in Switzerland and the United States. These transfers shall be carried out in compliance with the Law concerning computers, files and liberties where the subcontractor in the United States adheres to the international principles in the scope of security concerning the protection of private life (*Safe Harbor Principles*) and where Switzerland is recognised as a State that guarantees adequate protection of data of a personal nature by the European Commission.

The information that is requested of You is required as it is necessary in order to process your Order. No Order can therefore be placed without supplying this data. Within the framework of exchanging iDNiGHT Tickets via the Exchange Centre, and in order to manage accessibility to this service, the information regarding your calls will also be retained, especially the dates, times and call number.

You have a right to access, correct, modify, update, communicate and delete data of a personal nature that concerns You. You further have the right to oppose, for legitimate reasons, that this data be processed. These rights can be exercised directly with iDTGV, either by sending a letter to iDTGV, 7 rue Pablo Neruda, 92300 Levallois Perret, or by sending an email to donnees.personnelles@idtg.com.

Unless You are opposed, materialised by a letter or email, iDTGV reserves the right to use this information for commercial prospecting concerning iDTGV offers. This communication may take the form of emails and postal letters.

Excluding its subcontractors and recipients of data of a personal nature mentioned hereinabove, iDTGV agrees to not divulge, in any form whatsoever, the information of a personal nature in its possession. However, your attention is drawn to the fact that in certain

circumstances, iDTGV may be required, in terms of legal or tax proceedings, to provide the public authorities with data of a personal nature that is in its possession, and as such cannot be held liable for this.

Finally, the data of a personal nature contained in your Travel Dossier shall be retained by iDTGV for a maximum period of 6 months starting from the date of travel. In the event the Traveller creates a Customer Account, this data will be retained by iDTGV for as long as the Traveller's Customer Account remains active. If the Traveller's Customer Account is inactive for a period of 12 consecutive months, the aforementioned data will then be deleted by iDTGV. Furthermore, if the Traveller requests that his Customer Account be closed, the data of a personal nature concerning him shall be destroyed by iDTGV as soon as said request is received.

16. Customer service and claims

Any request for information, details and any claims pertaining to payment, exchanges or to the transportation itself, must be sent via the "Contact us" section on the iDTGV Website.

However, You can also send your letters to "Service client iDTGV", 7, rue Pablo Neruda, 92300 Levallois Perret, France.

No claims will be processed by telephone.

Claims of a commercial nature or pertaining to the quality of the services provided by iDNIGHT must be sent to iDNIGHT without delay and no later than 6 months after the date of Travel of the Traveller. Claims that reach iDNIGHT after this period will be time-barred and therefore will no longer be taken into consideration by iDNIGHT.

Any request pertaining to technical difficulty in using a Seller Website or a Distributor Website is sent to the travel agency that is responsible for this website.

For any request pertaining to follow-up with your Order (Travel Dossier lost or not received, printing problems, etc.), You must contact iDNIGHT using the "Contact us" section on the iDTGV website if your departure is not within the next 3 business days and by telephone, on 0.980.982.982, otherwise (no toll charge, the telephone centre is open every day from 9 a.m. to 6 p.m.).

17. Applicable law

The General Terms of Sale are governed by French law.

Any dispute concerning the interpretation and/or execution of these General Terms of Sale fall under the jurisdiction of French courts.