

PRIVACY POLICY

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This privacy policy (the "Policy") is issued by LineUp, a société par actions simplifiée (SAS), whose registered office is located at 78, Avenue des Champs-Élysées, Bureau 326, 75008 Paris.

LineUp operates an online technology intermediation platform allowing Organizers and/or Service Providers to promote their offers and sell tickets and/or services to Clients wishing to discover events, book services or access experiences offered through the Platform.

In the course of this activity, LineUp acts mainly as a transparent technical intermediary, in the name and on behalf of Organizers and/or Service Providers, in particular by providing ordering, ticketing and related management tools.

Where the Platform allows the purchase of paid Products, payments are processed by a third-party payment service provider (in particular Stripe) via the Stripe Connect solution. In this context, the funds are collected by the Organizer and/or Service Provider concerned, LineUp acting only in the manner described in the applicable terms.

The Policy describes how LineUp processes personal data in compliance with applicable data protection regulations, in particular Regulation (EU) 2016/679 (the "GDPR") and the French Data Protection Act (loi Informatique et Libertés), in order to perform its services, ensure the security of the Platform and comply with its legal obligations.

The Policy is available free of charge on the LineUp site and/or application under the "Privacy Policy" section.

The Policy is drawn up in French. Any translation is provided for convenience only. In the event of discrepancy, the French version prevails.

Table of contents

1. DEFINITIONS.....	4
2. DATA PROCESSING, PURPOSES AND LEGAL BASES.....	6
3. LINEUP'S ROLE AND RESPONSIBILITIES REGARDING PERSONAL DATA.....	10
3.1. LineUp as data controller.....	10
3.1.1. Categories of data processed.....	10
3.2. LineUp as data processor.....	11
3.2.1. Data processed on behalf of Organizers.....	11
3.3. No holding of funds and payment data.....	12
3.4. Contact for exercising GDPR rights.....	13
3.5. Data Protection Officer (DPO).....	13
3.6. Automated decisions.....	14
3.7. Minors.....	14
3.8. Provisions specific to Quebec residents (Law 25).....	14
4. RECIPIENTS OF PERSONAL DATA.....	15
4.1. Categories of recipients.....	15
4.1.1. Technical and operational service providers.....	15
4.1.2. Communication and user relations providers.....	15
4.1.3. Payment service providers.....	16
4.1.4. Event Organizers.....	16
4.1.5. Administrative or judicial authorities.....	17
4.1.8. List of processors and service providers.....	17
4.2. No sale of data.....	19
4.3. Safeguards applicable to processors.....	19
5. RETENTION OF PERSONAL DATA.....	19
5.1. Applicable retention periods.....	19
5.1.1. Cookies and audience measurement.....	19
5.1.2. User Account.....	20
5.1.3. User profiles and preferences.....	20
5.1.4. Marketing communications.....	20
5.1.5. Fraud prevention and security.....	20
5.1.6. Billing data and accounting obligations.....	21

5.2. Secure archiving.....	21
6.1. Nature of the rights.....	22
6.1.1. Right of access.....	22
6.1.2. Right to rectification.....	22
6.1.3. Right to erasure.....	22
6.1.4. Right to object.....	23
6.1.5. Right to restriction of processing.....	23
6.1.6. Right to data portability.....	23
6.1.7. Right to withdraw consent.....	24
6.1.8. Directives on the fate of data after death.....	24
6.1.9. Right to lodge a complaint.....	24
6.2. How to exercise your rights.....	24
6.2.1. Contact.....	24
6.2.2. Identity verification.....	24
6.2.3. Response time.....	24
6.2.4. Free of charge.....	25
6.2.5. Limits.....	25
7. DATA TRANSFERS.....	25
8. COOKIES.....	26
8.1. Definition.....	26
8.2. Legal framework and consent.....	26
8.3. Strictly necessary cookies (exempt from consent).....	26
8.4. Audience measurement cookies (subject to consent unless exempt).....	27
8.5. Personalization cookies (subject to consent).....	27
8.6. Advertising cookies (subject to consent).....	27
8.7. Managing and deleting cookies.....	28
9 SECURITY PROCEDURES.....	28
10 CHANGES TO THE POLICY.....	29
11 CONSUMER MEDIATION.....	30

1. DEFINITIONS

"Subscriber": means any User holding an Account who has chosen to follow an Organizer on the Platform.

"Album": means the set of photographs of a past Event, published by the Organizer on the Platform.

"Ticket": means the electronic title of access allowing the Client to attend an Event, under the conditions set by the Organizer.

"Client": means any natural person acting for non-professional purposes who purchases a Ticket or a Service through the Platform.

"Order": means any transaction by which a Client purchases a Ticket or a Service through the Platform.

"Account": means the personal and secure area associated with a User or an Organizer, giving access to the Platform's features.

"Voluntary Contribution": means the optional sum, in an amount freely chosen by the Client, paid to the Organizer on the occasion of an Order, without consideration in return.

"Personal Data" or "Data": means any information allowing a natural person to be identified, directly or indirectly, within the meaning of the applicable regulations.

"Event": means any cultural, artistic, festive, sporting or professional event organized by an Organizer and offered through the Platform.

"LineUp": means the company operating the LineUp platform, acting as a technical intermediary for matching, ticketing and payment between Users and Organizers.

"Organizer": means any natural or legal person using the Platform to create, organize, promote and market an Event and its Tickets.

"Data Subject": means any natural person whose Personal Data is processed in connection with the use of the Platform.

"Platform": means all the digital services operated by LineUp, accessible via the website, the mobile applications and any associated interface.

"Data Controller": means the legal person that determines the purposes and means of the Processing of Personal Data.

LineUp acts as Data Controller for Data relating to the operation of the Platform.

The Organizer acts as Data Controller for Data relating to the management of its Event.

"Applicable Regulations": means all legislation relating to the protection of Personal Data, including in particular:

-Regulation (EU) 2016/679 (GDPR),

-The French Data Protection Act (loi Informatique et Libertés),

As well as the applicable Canadian, Quebec and Belgian laws, in particular the Belgian Act of 30 July 2018.

"Stripe" / "Stripe Connect": means the payment solution operated by Stripe, used by LineUp for secure payment processing.

"Processor": means any entity processing Personal Data on behalf of LineUp or an Organizer.

"Processing": means any operation or set of operations performed on Personal Data.

"User": means any person who accesses the Platform, whether a mere visitor, Client, Organizer, Service Provider or Account holder.

2. DATA PROCESSING, PURPOSES AND LEGAL BASES

N o.	Data processing	Purposes	Legal basis
1	Analysis of browsing on the Platform	Analyze traffic in order to improve performance, usability and the relevance of content.	Consent
2	Cookies and tracking technologies	Ensure the operation of the Platform, audience measurement and content personalization.	Legitimate interest (operation of the Platform); Consent (audience measurement, personalization)
3	Account creation	Create and manage User and Organizer Accounts to allow access to the Services.	Performance of the contract
4	User authentication	Identify Users when accessing their Account and secure the Platform.	Performance of the contract
5	Profile management	Allow Users and Organizers to manage their information and preferences.	Performance of the contract
6	Event creation and management	Allow Organizers to create, configure, publish and manage Events and Tickets.	Performance of the contract
7	Placing Orders	Allow Clients to purchase Tickets or	Performance of

		Services through the Platform.	the contract
8	Order management	Ensure the follow-up and proper performance of Orders within LineUp's role as intermediary.	Performance of the contract
9	Payment processing	Enable payment processing via Stripe Connect and the allocation of funds to Organizers.	Performance of the contract
10	Fraud prevention	Detect and prevent fraudulent activities, in particular in relation to payment.	Legitimate interest: security of transactions and loss prevention
11	Customer support	Respond to Users' assistance and support requests.	Performance of the contract
12	Transactional communications	Send Order confirmations, Tickets and information relating to the Services.	Performance of the contract
13	Legal archiving of transactions	Keep evidence of Orders and contractual documents in accordance with legal obligations.	Legal obligation
14	Billing and accounting	Ensure accounting and tax management, in particular the invoicing of commissions.	Legal obligation
15	Tax and regulatory obligations	Respond to requests from administrative, tax or judicial authorities.	Legal obligation

16	Platform improvement	Analyze usage in order to improve features and Services.	Legitimate interest: improvement of the Services
17	Satisfaction surveys	Collect feedback in order to improve the quality of the Services.	Legitimate interest: quality of the Services
18	Marketing communications	Inform Users of LineUp's news, features or services.	Consent
19	Reminders for incomplete Orders	Remind Users of unfinished Orders.	Consent
20	Organizer statistics	Provide Organizers with aggregated statistical data relating to their Events.	Legitimate interest: informing Organizers about their sales, in aggregated form
21	Dispute management	Handle complaints, disputes, chargebacks and pre-litigation.	Legitimate interest: handling of complaints
22	Litigation	Defend LineUp's rights in legal proceedings.	Legitimate interest: defence of LineUp's rights
23	Platform security	Ensure security, integrity and the	Legitimate

		prevention of unauthorized access.	interest: security of the Platform and Accounts
24	Event photo Albums	Allow Organizers to share photographs of their past Events with their Subscribers and attendees, and inform Ticket holders that they are online.	Legitimate interest of the Organizer (sharing memories of the Event with its attendees)
25	Reporting and removal of photographs	Receive and handle removal requests from photographed persons, and remove manifestly unlawful photographs.	Legal obligation (LCEN, DSA)
26	Organizers' advertising pixel (Meta)	Trigger, on the pages of an Organizer that has configured it, that Organizer's Meta pixel in order to measure the effectiveness of its advertising and allow it to offer advertising for its Events.	Consent
27	Voluntary Contributions	Collect the Voluntary Contribution chosen by the Client, pay it out to the Organizer, communicate the contributor's identity and the amount to the Organizer, and manage its refund in the event of cancellation.	Performance of the contract

3. LINEUP'S ROLE AND RESPONSIBILITIES REGARDING PERSONAL DATA

3.1. LineUp as data controller

In operating the Platform, LineUp acts as data controller, within the meaning of Regulation (EU) 2016/679 (GDPR), for the following personal data processing operations:

3.1.1. Categories of data processed

LineUp processes, as data controller, the following categories of personal data:

Data relating to Users (all profiles)

- ● *Identification data: surname, first name, e-mail address, telephone number (where requested at the time of the Order), account identifier; during a sale at the venue of the Event, the name and e-mail address may be entered by the Organizer so that the Ticket is sent to the Client and attached to an Account, created on that occasion if none exists; the Client is informed of this by the e-mail delivering the Ticket and may close that Account at any time;*
- *Login data: identifiers, encrypted passwords, login logs, IP address, browser type, timestamp;*
- *Technical data: information relating to the device, operating system, language and display settings;*
- *Data relating to communications with LineUp: exchanges with support, assistance requests, complaints.*
- *Mobile application data: device identifier and notification token (for sending notifications), application and operating system version, technical error logs and, where the User allows it, access to the camera (Ticket scanning) and to the photo library (uploading photographs to an Album). No location data is collected in the background.*

Contractual and evidentiary data

- *Acceptance of the General Terms (Terms of Use / Terms of Sale);*
- *History of actions performed on the Platform for evidentiary and security purposes;*

- *Data required to comply with legal, accounting and regulatory obligations, kept for up to 10 years.*

Important

LineUp does not collect, process or store any banking data.

Payments are processed entirely by third-party payment service providers (in particular Stripe), acting in their own capacity as data controllers.

3.2. LineUp as data processor

In connection with the sale of tickets and the organization of Events, LineUp acts as a processor, within the meaning of the GDPR, on behalf of Organizers.

In this context, the Organizer remains the data controller and alone determines the purposes and means of the processing.

3.2.1. Data processed on behalf of Organizers

At the request and under the instructions of Organizers, LineUp may process the following data:

Data relating to Event Clients

- *Surname, first name, e-mail address and, where the Organizer has enabled its collection, telephone number;*
- *Ticket information: ticket type, quantity, date and venue of the Event;*
- *Amount of any Voluntary Contribution paid with the Order;*
- *Information voluntarily provided by the Client when registering for an Event.*
- *During a sale at the venue of the Event made from the LineUp application, the surname, first name and e-mail address entered by the Organizer, as well as the type and amount of the Ticket; where no e-mail address is entered, only the transaction data are processed.*

Data relating to Events

- *Name of the Event, date, venue;*

- *Information relating to ticket sales (volumes, statuses, any refunds);*
- *Technical identifiers required for the proper operation of the Platform.*

LineUp processes this data solely for the technical needs of the Platform, in accordance with the documented instructions of the Organizers, and makes no use of it for its own purposes.

3.2.2. Event photo Albums

The Platform allows Organizers to publish, after an Event, an Album of photographs of that Event. For this processing:

- *The Organizer is the data controller: it selects the photographs, decides on their publication and handles requests from photographed persons;*
- *LineUp acts as processor for the hosting and display of the photographs, and as data controller for receiving and handling reports and for removing manifestly unlawful photographs.*

The data processed is as follows:

- *The photographs in which the Data Subject appears, as well as their thumbnails and blurred previews;*
- *Data relating to reports: identifier or contact details of the reporting person, photograph concerned and reason for the report.*

Photograph metadata, in particular geolocation (GPS) data, is removed when uploaded to the Platform. LineUp does not use any facial recognition technology.

When an Album is published, a "photos available" notification is sent to Ticket holders for the Event concerned. This notification can be disabled at any time in the phone settings.

3.3. No holding of funds and payment data

LineUp acts as a technical intermediary.

Funds from ticket sales are collected directly by Organizers via third-party payment solutions.

Accordingly:

- *LineUp is never the custodian of the funds;*
- *LineUp has no access to bank card data;*
- *LineUp is not a payment institution.*

3.4. Contact for exercising GDPR rights

Every data subject has the rights provided for by the GDPR (access, rectification, erasure, restriction, objection, portability), for Quebec residents, the rights provided for by Law 25, and for Belgian residents, the rights provided for by the Belgian Act of 30 July 2018.

*Requests may be sent to: **contact@lineup-event.com***

Where LineUp acts as processor, requests may be redirected to the Organizer concerned, as data controller.

3.5. Data Protection Officer (DPO)

Under the GDPR (European Union): LineUp has not appointed a Data Protection Officer (DPO) within the meaning of the GDPR, as the regulations do not require it given the nature and volume of the processing carried out.

*Under Law 25 (Quebec): in accordance with the Act to modernize legislative provisions as regards the protection of personal information, LineUp has appointed **Andrea Marc Kerzreho** as the person in charge of the protection of personal information. He can be contacted at the following address: **contact@lineup-event.com**. His title and contact details are published on the lineup-event.com site in accordance with the requirements of Law 25.*

3.6. Automated decisions

To prevent payment fraud, LineUp and its payment service provider use automated transaction analysis tools (in particular Stripe Radar), which may lead to the automatic refusal or blocking of an Order showing signs of fraud (inconsistency between payment data, repeated attempts, flagged means of payment). This is an automated decision within the meaning of Article 22 of the GDPR and section 12.1 of Law 25. The Data Subject may, by writing to contact@lineup-event.com, obtain the main reasons for the decision, submit observations and request a review by an authorized person. No other decision producing legal effects is taken solely by automated means.

3.7. Minors

The Platform is intended for persons aged at least sixteen (16). A minor under sixteen may only create an Account or purchase a Ticket with the authorization of the holder of parental authority, in accordance with Article 8 of the GDPR, Article 45 of the French Data Protection Act and section 4.1 of Law 25 (parental authorization for those under 14). Where LineUp becomes aware that an Account has been created by a minor without this authorization, it suspends the Account and deletes the data collected. Organizers who publish photographs of minors in an Album must have parental authorization (Terms of Use, section 4.17).

3.8. Provisions specific to Quebec residents (Law 25)

- *Identification, location and profiling technologies (s. 8.1): audience measurement cookies, personalization cookies and the Organizers' advertising pixel constitute profiling technologies. They are disabled by default and are only activated after the User's express consent, which may be withdrawn at any time (section 8).*
- *Default privacy settings (s. 9.1): Account settings (notifications, visibility, communications) are configured by default at the most protective level; the User may change them in his or her personal area.*
- *Privacy impact assessment (ss. 3.3 and 17): LineUp carries out this assessment before any project involving new processing of personal information and before any transfer outside Quebec. A summary may be obtained on request from the person in charge of the protection of personal information.*
- *Rights specific to Law 25: in addition to the rights described in section 6, Quebec residents have the right to the portability of their information (s. 27) and the right to request that the dissemination of information cease, or that it be de-indexed or re-indexed (s. 28.1), as well*

as the right to file a complaint with the Commission d'accès à l'information (www.cai.gouv.qc.ca).

- *Confidentiality incidents (ss. 3.5 to 3.8): LineUp keeps a register of incidents and notifies the Commission d'accès à l'information and the persons concerned where an incident presents a risk of serious injury.*

4. RECIPIENTS OF PERSONAL DATA

The personal data collected by LineUp, as data controller, is strictly necessary to achieve the purposes described in this privacy policy.

This data is intended for LineUp's internal teams, within the limits of their respective duties;

And, where applicable, for third-party providers acting as processors, on behalf of LineUp or the Organizers.

4.1. Categories of recipients

Personal data may be transmitted to the following categories of recipients:

4.1.1. Technical and operational service providers

Providers supplying services essential to the operation of the Platform, in particular:

- *Data hosting and cloud infrastructure;*
- *Technical and corrective maintenance;*
- *Monitoring, security and anomaly detection tools;*
- *Incident management and technical support solutions.*

4.1.2. Communication and user relations providers

Providers involved in:

- *Sending transactional e-mails (account confirmation, Event-related notifications, mandatory communications);*

- *Handling support and customer service requests.*

These providers only have access to the data strictly necessary to perform their tasks.

4.1.3. Payment service providers

Payments made on the Platform are processed by third-party payment service providers, in particular Stripe, acting in their own capacity as data controllers.

Accordingly:

- *LineUp neither receives nor stores Users' banking data;*
- *Payment data is processed directly by these providers, in accordance with their own privacy policy.*

4.1.4. Event Organizers

Where LineUp acts as processor, certain personal data may be transmitted to Organizers, as data controllers, in particular:

- *Data required to manage registrations and tickets;*
- *Information enabling access control at the Event;*
- *Data strictly related to the contractual relationship between the Organizer and the Client.*
- *Where the Client has paid a Voluntary Contribution: his or her identity (surname, first name, e-mail address) and the amount paid, which appear in the attendee list and in the exports made available to the Organizer, so that it can carry out the accounting treatment and, where applicable, thank the contributor.*

The telephone number is made accessible to allow the Organizer to contact the Client regarding any information relating to the Event (modification, postponement, cancellation, access conditions). The Organizer may use this number for commercial prospecting purposes only if the Client has expressly consented to it at the time of the Order, by means of a separate, non-pre-ticked box.

4.1.5. Administrative or judicial authorities

Personal data may be disclosed to the competent authorities where required by law, regulation or court order.

4.1.6. Recipients of Event photographs

Photographs published in an Album are accessible:

- To the Organizer's Subscribers, for the full Album;
- To any visitor to the Platform, for the four (4) thumbnails displayed on the Event page;
- To the Organizer and the authorized members of its team;
- To Cloudflare, Inc., the photograph storage provider, acting as processor.

4.1.7 Meta Platforms Ireland Ltd (Organizers' advertising pixel)

If you accept "Marketing" cookies, browsing and purchase data on the pages of an Organizer using the Meta pixel is transmitted to Meta Platforms Ireland Ltd (see section 8.6 and the Cookie Policy). Meta may transfer it to the United States under the EU–U.S. Data Privacy Framework.

In accordance with Article 26 of the GDPR, the essence of the arrangement between joint controllers is as follows: LineUp obtains your consent, informs you through this Policy and the Cookie Policy, and stops the transmission to Meta as soon as you withdraw your consent; the Organizer is responsible for the use of the data within its Meta account and for compliance with Meta's terms; Meta is responsible for the subsequent processing it carries out as a separate controller, described in its own policy. You may exercise your rights with LineUp or with the Organizer, who forward requests to each other.

4.1.8. List of processors and service providers

The following providers process personal data on behalf of LineUp.

Provider	Role	Country of processing	Applicable safeguard
Vercel Inc.	Hosting of the website and web application	European Union (Europe hosting region); company established in the United States	Certification under the EU–U.S. Data Privacy Framework (DPF); standard contractual clauses
Supabase Inc.	Database and authentication	European Union (Ireland, AWS eu-west-	Standard contractual clauses; data hosted in

		1 region); company established in the United States	the European Union
Cloudflare Inc.	Storage of Album photographs	European Union (R2 bucket under "EU" jurisdiction); company established in the United States	DPF certification; standard contractual clauses
Stripe Payments Europe Ltd / Stripe Inc.	Payment processing (separate data controller)	Ireland; United States	DPF certification; standard contractual clauses
Functional Software Inc. (Sentry)	Technical error tracking	European Union (Sentry's Europe region, Germany); company established in the United States	DPF certification; standard contractual clauses
Meta Platforms Ireland Ltd	Organizers' advertising pixel (joint controller)	Ireland; United States	DPF certification
Resend, Inc.	Sending of transactional e-mails (Order confirmations, Tickets, notifications)	United States	DPF certification; standard contractual clauses
Upstash, Inc.	Technical cache and rate limiting (technical session data, no significant personal content)	United States	DPF certification; standard contractual clauses
Google Ireland Ltd	Display of Event location maps (Google Maps); sign-in with Google account (optional)	Ireland; United States	DPF certification; standard contractual clauses
Apple Inc. / Google LLC	Distribution of mobile applications, notifications, sign-in with Apple or Google account (optional), Apple Wallet passes	United States	DPF certification; standard contractual clauses

This list is updated whenever a provider is added or replaced; Organizers are informed under the conditions of Annex 1 of the Terms of Use.

4.2. No sale of data

LineUp never sells, rents or transfers Users' personal data to third parties for commercial purposes.

Personal data is transmitted only to the recipients mentioned above, in strict compliance with the applicable regulations and the stated purposes.

4.3. Safeguards applicable to processors

LineUp ensures that all of its processors:

- *Provide sufficient guarantees in terms of security and confidentiality;*
- *Contractually undertake to comply with the GDPR;*
- *Use personal data only on the documented instructions of LineUp or of the Organizers concerned.*

5. RETENTION OF PERSONAL DATA

In accordance with the principles of data minimization and storage limitation laid down by the General Data Protection Regulation (GDPR), LineUp keeps personal data only for as long as strictly necessary to achieve the purposes for which it was collected.

At the end of the applicable retention periods:

- *Data is deleted,*
- *Or anonymized,*
- *Or archived where its retention is required by a legal or regulatory obligation.*

5.1. Applicable retention periods

5.1.1. Cookies and audience measurement

Data collected for statistical or analytical purposes (IP address, browsing data, technical identifiers) is kept:

- *For a maximum of 13 months from the time it is placed,*
- *Or until the User withdraws consent, where applicable.*

5.1.2. User Account

Data relating to the creation and management of the account (identifiers, contact details, login history) is kept:

- *For the entire life of the account;*
- *Then deleted three (3) years after the User's last activity (login, Order or interaction with a LineUp e-mail), unless a legal obligation provides otherwise;*

5.1.3. User profiles and preferences

Data relating to User profiles (preferences, Events followed, Organizers followed) is kept:

- *As long as the account is active;*
- *Or deleted 2 years after the last activity;*
- *3 years after the last purchase, where applicable.*

5.1.4. Marketing communications

Data used for communication purposes (e-mail address, communication preferences) is kept:

- *Until consent is withdrawn;*
- *Or for 3 years from the last contact initiated by the User.*

5.1.5. Fraud prevention and security

Technical data required for fraud prevention and the security of the Platform (login logs, IP addresses, user-agent) is kept:

- *For as long as necessary to handle the incident;*

- *Then kept for a maximum of twelve (12) months from collection; only items relating to an incident being handled or to proceedings that have been initiated are kept beyond that, until the incident or proceedings are closed.*

5.1.6. Billing data and accounting obligations

Data relating to transactions, commissions, invoices and financial flows is kept:

- *For as long as necessary to process the transactions;*
- *Then archived for 10 years, in accordance with applicable legal and accounting obligations.*

5.1.7. Event photo Albums

Data relating to Albums is kept as follows:

- *Photographs, thumbnails and blurred previews: six (6) months from publication of the Album, then automatic and permanent deletion;*
- *Reports: deleted at the same time as the photograph concerned;*
- *Photographs of a deleted event: erased within approximately forty-eight (48) hours of the deletion of the Event.*

5.2. Secure archiving

Archived data is:

- *Stored on separate systems;*
- *Accessible only to authorized persons;*
- *Kept for strictly legal, evidentiary or regulatory purposes.*

Personal data collected in connection with the use of LineUp is hosted with hosting and IT infrastructure providers selected for their reliability and level of security.

LineUp endeavours to favour hosting within the European Union or, failing that, to put in place the necessary safeguards in the event of hosting or access from a country outside the European Union, in accordance with the GDPR.

The exact location of the servers and the list of providers used may change according to the technical and security needs of the Platform. The Privacy Policy may be updated accordingly.

6. RIGHTS OF DATA SUBJECTS

In accordance with Regulation (EU) 2016/679 (GDPR), any person concerned by personal data processing carried out by LineUp (hereinafter the "Data Subject") has the following rights.

6.1. Nature of the rights

6.1.1. Right of access

The Data Subject may obtain:

- *Confirmation as to whether or not personal data concerning him or her is being processed by LineUp;*
- *Access to that data;*
- *A copy of the personal data being processed.*

6.1.2. Right to rectification

The Data Subject may request the correction of:

- *Inaccurate personal data;*
- *The updating of incomplete or outdated personal data.*

6.1.3. Right to erasure

The Data Subject may request the erasure of his or her personal data where:

- *The data is no longer necessary for the purposes for which it was collected;*

- *Consent is withdrawn and no other legal basis justifies the processing;*
- *The data has been unlawfully processed.*

This right may be limited where retention of the data is necessary:

- *To comply with a legal obligation;*
- *For the establishment, exercise or defence of legal claims;*
- *For accounting or tax obligations.*

6.1.4. Right to object

The Data Subject may object, on grounds relating to his or her particular situation, to the processing of his or her personal data where it is based on LineUp's legitimate interest.

Where data is processed for commercial prospecting purposes, the Data Subject may object at any time, without justification.

6.1.5. Right to restriction of processing

The Data Subject may request the restriction of the processing of his or her personal data where:

- *The accuracy of the data is contested;*
- *The processing is unlawful but erasure is refused;*
- *LineUp no longer needs the data but it is required for the establishment, exercise or defence of legal claims.*

6.1.6. Right to data portability

The Data Subject may request to receive the personal data he or she has provided to LineUp:

- *In a structured, commonly used and machine-readable format;*
- *And request its direct transmission to another data controller where technically feasible.*

This right applies only to processing based on consent or on the performance of a contract.

6.1.7. Right to withdraw consent

Where processing is based on consent, the Data Subject may withdraw it at any time, without affecting the lawfulness of processing carried out before the withdrawal: via the cookie management tool, the Account settings, the unsubscribe link in each communication, or by writing to LineUp.

6.1.8. Directives on the fate of data after death

In accordance with Article 85 of the French Data Protection Act, a Data Subject residing in France may set directives on the retention, erasure and disclosure of his or her personal data after death, and communicate them to LineUp.

6.1.9. Right to lodge a complaint

The Data Subject may lodge a complaint with the competent supervisory authority: in France, the Commission nationale de l'informatique et des libertés (www.cnil.fr); in Belgium, the Data Protection Authority (Rue de la Presse 35, 1000 Brussels – www.autoriteprotectiondonnees.be); in Quebec, the Commission d'accès à l'information (www.cai.gouv.qc.ca).

6.2. How to exercise your rights

6.2.1. Contact

Any request relating to the exercise of rights may be sent to LineUp:

- By e-mail to the address indicated in the privacy policy;
- By post to the address of LineUp's registered office.

Any person appearing in a photograph published in an Album may request its removal by means of the "Report" button associated with the photograph or by writing to contact@lineup-event.com. The request is forwarded to the Organizer, as data controller, with LineUp being informed. LineUp may itself remove the photograph under the conditions set out in section 4.17.5 of the Terms of Use.

6.2.2. Identity verification

LineUp may ask the Data Subject to provide proof of identity in order to prevent any unauthorized disclosure of personal data.

6.2.3. Response time

LineUp undertakes to respond to requests within a maximum of one (1) month, which may be extended by two (2) months in the case of complex or multiple requests, in accordance with the GDPR.

6.2.4. Free of charge

Exercising your rights is in principle free of charge.

However, in the case of manifestly unfounded or excessive requests, LineUp reserves the right:

- *To refuse to act on them;*
- *To charge a reasonable fee covering the administrative costs incurred.*

6.2.5. Limits

Requests that do not meet the conditions laid down by the GDPR or that infringe the rights and freedoms of third parties may not be processed.

7. DATA TRANSFERS

In operating the LineUp Platform, certain Personal Data may be hosted, processed or made accessible from countries outside the European Union and the European Economic Area (EEA), in particular where LineUp uses international technical providers or partners (for example: hosting, e-mailing, support, security tools, audience analytics, payment services).

LineUp's technical infrastructure relies on providers established in the United States, but the data is hosted in the European Union: Vercel hosting in the Europe region, Supabase database in Ireland, Cloudflare R2 photograph storage under European jurisdiction, Sentry error tracking in Germany. Certain providers (payment, e-mail delivery, technical cache) process data in the United States. The full list, the country of processing and the applicable safeguard are set out in section 4.1.8.

However, where transfers of Personal Data to a third country are necessary and that country does not benefit from an adequacy decision of the European Commission, LineUp ensures that these transfers are governed by appropriate safeguards in accordance with the GDPR, in particular:

- *The implementation of Standard Contractual Clauses (SCCs) adopted by the European Commission;*
- *The implementation of supplementary measures (such as encryption, data minimization and access restrictions) intended to guarantee an equivalent level of protection.*
- *The provider's certification under the EU–U.S. Data Privacy Framework, where in force, LineUp periodically verifying this certification on the official register.*

Specifically for Users residing in Quebec: in accordance with Law 25, any transfer of personal information outside Quebec is preceded by a Privacy Impact Assessment (PIA). The purpose of this assessment is to ensure that the personal information transferred will receive adequate protection

in the destination country. No transfer is made if the PIA concludes that the level of protection is insufficient.

Photographs published in Albums are stored by Cloudflare, Inc., a company established in the United States. This transfer is governed by Cloudflare's certification under the EU–U.S. Data Privacy Framework and, additionally, by the standard contractual clauses adopted by the European Commission. For Users residing in Quebec, this transfer has been the subject of the PIA mentioned above.

The Data Subject may request further information about these transfers (and, where the regulations allow, obtain a copy of the applicable safeguards) by contacting LineUp at the following address: contact@lineup-event.com

8. COOKIES

8.1. Definition

A "cookie" is a tracking file (or equivalent technology: pixels, SDKs, tags) placed and/or read when visiting the LineUp website or application, whatever the device used (computer, smartphone, tablet, etc.).

Cookies may serve to enable the proper operation of the Platform, measure its audience, improve the user experience, or secure access.

8.2. Legal framework and consent

In accordance with Article 82 of the French Data Protection Act, the recommendations of the CNIL, Article 129 of the Belgian Act of 13 June 2005 on electronic communications and the guidelines of the Belgian Data Protection Authority (APD), LineUp informs the User clearly and fully about the use of cookies.

Cookies that are not strictly necessary (e.g. audience measurement, marketing) are only placed after the User's consent, which may be withdrawn at any time.

Consent is obtained through the banner displayed on the first visit, which allows cookies to be accepted, refused or customized by category, with equal ease. It is kept for six (6) months, then requested again. For Quebec residents, audience measurement, personalization and marketing cookies constitute profiling technologies within the meaning of section 8.1 of Law 25: they are disabled by default.

8.3. Strictly necessary cookies (exempt from consent)

LineUp may place cookies necessary for the operation of the Platform, in particular to:

- *Allow access to the User / Organizer area;*

- *Ensure security (fraud prevention, detection of abnormal access, session protection);*
- *Remember the login session;*
- *Maintain technical integrity and performance*
- *Remember, for the duration of the browsing session (browser session storage), the display of the "Back to event" button and, for a maximum of thirty (30) minutes, a request to follow an Organizer made before logging in. This information is erased when the tab is closed.*

These cookies are indispensable and cannot be disabled without impairing the operation of the service.

8.4. Audience measurement cookies (subject to consent unless exempt)

Subject to the User's consent where required, LineUp uses Vercel Web Analytics (Vercel Inc.), an audience measurement tool that does not place any cookie and relies on an anonymized identifier renewed daily, with no cross-site tracking. LineUp uses it under the consent exemption provided for audience measurement, under the conditions set by the CNIL; the User may object to it via "Manage cookie preferences". This tool is used to:

- *Measure traffic on the Platform;*
- *Analyze browsing paths;*
- *Improve usability and performance.*

8.5. Personalization cookies (subject to consent)

Subject to the User's consent where required, LineUp may use cookies that make it possible to:

- *Remember language preferences;*
- *Adapt the display of the Platform;*
- *Improve the user experience.*

8.6. Advertising cookies (subject to consent)

Subject to your "Marketing" consent, an Organizer's Meta pixel may be triggered on its pages (Event or series page, payment and order confirmation) in order to measure the effectiveness of its advertising.

The following is then transmitted to Meta Platforms Ireland Ltd (Facebook and Instagram): the page view, the start of payment and the purchase (Event concerned, amount, currency, number of Tickets), as well as the technical data specific to the pixel (IP address, browser, page visited). Meta may place the _fbp and _fbc cookies for a period of 90 days. The Organizer uses them to measure the effectiveness of its advertising and to offer you advertising for its Events.

You may withdraw your consent at any time via "Manage cookie preferences": the pixel then stops immediately and these cookies are deleted. For the collection and transmission of this data, LineUp, the Organizer and Meta are joint controllers. The use Meta subsequently makes of it is governed by its own policy: <https://www.facebook.com/privacy/policy>

8.7. Managing and deleting cookies

The User may at any time delete or block cookies:

- Via the Platform's cookie management tool;
- Via the settings of his or her browser or phone.

Refusing certain cookies may, however, impair certain non-essential features.

9 SECURITY PROCEDURES

LineUp implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk and to protect Personal Data against any destruction, loss, alteration, unauthorized disclosure or unauthorized access.

These measures include in particular, without limitation:

- Access control for systems and databases containing Personal Data, through secure authentication mechanisms (strong passwords, access segmentation, etc.);
- Restriction of access to authorized persons only (access granted on a "need-to-know" basis);
- Secure management of credentials (internal password policy, renewal where necessary, protection against fraudulent access);
- Encryption of communications between the User and the Platform, in particular via secure protocols such as SSL/TLS where applicable;

- *Logging and traceability of sensitive operations in order to detect abnormal behaviour, prevent fraud and secure access;*
- *Backup measures to limit the risk of data loss and ensure service continuity in the event of a technical incident;*
- *Maintenance and updating of the Platform's technical components on a regular basis to limit known vulnerabilities;*
- *Monitoring and prevention of intrusion attempts, cyberattacks or misuse of the Platform;*
- *Awareness-raising among authorized persons at LineUp and oversight of providers likely to work on the Platform, in order to guarantee the confidentiality and protection of Personal Data.*

LineUp may also use specialized technical providers (hosting, maintenance, IT security, payment) who may have access to certain Personal Data strictly necessary for the performance of their tasks, in compliance with the GDPR and subject to appropriate contractual safeguards.

10 CHANGES TO THE POLICY

LineUp reserves the right to amend this Privacy Policy at any time, in particular to reflect:

- *Changes to the Platform and/or its features;*
- *Changes in the purposes or methods of processing Personal Data;*
- *The integration of new services or providers;*
- *Any applicable legal, regulatory or case-law developments.*

In the event of a substantial change, LineUp will inform Data Subjects:

- *Either by e-mail,*
- *Or by a notification or message visible on the Platform,*

At least 15 (fifteen) days before the new version comes into force.

The applicable version is the one in force on the day the Platform is used, unless a legal obligation provides otherwise.

The version history of this Policy, with the dates on which each version came into force, is available on request at contact@lineup-event.com.

11 CONSUMER MEDIATION

In the event of a dispute with LineUp concerning the processing of your personal data or the use of the Platform that is not resolved amicably, you may use the following mediation service free of charge:

CM2C – Centre de la Médiation de la Consommation de Conciliateurs de Justice

4 rue Saint-Jean, 75017 Paris — www.cm2c.net

Mediation is free of charge for the consumer. Consumers residing in Belgium may contact the Consumer Mediation Service (www.mediationconsommateur.be). Mediation does not preclude the possibility of applying to a competent supervisory authority (CNIL in France, Commission d'accès à l'information in Quebec, Data Protection Authority in Belgium).