



# GENERAL TERMS AND CONDITIONS OF SALE

## PREAMBLE

France Vélo Evénements, a simplified joint stock company with share capital of €50,000, registered in the Paris Trade and Companies Register under number 978 369 163, with its registered office at 25 rue Notre-Dame des Victoires in Paris (75002), is a company specializing in the creation, production, promotion, sale and organization of sporting events in the field of cycling (hereinafter referred to as "**FVE**" or the "**Organizer**").

To this end, FVE organizes the "Haute Route" events, cycling road races consisting of several timed and classified stages on the roads of France (hereinafter referred to as "**The Event**").

## 1. SCOPE OF APPLICATION

If you have ordered, for a fee or free of charge, a product or service related to the Event (hereinafter the "**Product**" and/or the "**Service**") from the Organizer via its merchant website "<https://hauteroute.fr/>" (hereinafter the "**Site**" or the "**Event Site**"), the present general conditions of sale (hereinafter the "**GTC**" or the "**Contract**") are applicable and constitute the sales contract binding you to the Organizer.

The Event Site is accessible to consumers within the meaning of the preliminary article of the French Consumer Code.

If you register to take part in the Event as a rider (hereinafter the "**Rider**"), the official regulations of the Event (the "**Regulations**") communicated to you by the Organizer are also applicable to you. The Regulations are available on the Event Site or on the following link: "<https://hauteroute.fr/>" and may be communicated by the Organizer to the Rider at any time.

## 2. PURPOSE

The GTC govern the relationship between :

- The Organizer, whose contact details are as follows: [hello@hauteroute.fr](mailto:hello@hauteroute.fr); and
- The consumer who has ordered a Product or Service from the Site, whether in return for payment or free of charge (hereinafter referred to as the "**Customer**" or "**you**").

(hereinafter also referred to individually as the "**Party**" and collectively as the "**Parties**")

The Products or Services sold by the Organizer include - but are not limited to - the following:

- Registration for the Event, enabling the Rider to take part in the Event by receiving a bib ("*dossard*" (hereinafter the "**Bib**") and to benefit from ancillary services included in the registration offer (hereinafter the "**Event Registration**");
- Merchandising products (hereinafter the "**Merchandising Products**");
- Additional services offered on an optional basis to Riders and not included in the Event Registration offer (hereinafter the "**Additional Services**");

- Accommodation services offered on an optional basis by the Organizer (hereinafter the "**Accommodation**").

The GTC take precedence over any document previously issued by the Organizer and over the Regulations. The applicable GTC are those in force on the day of the order. The Organizer is entitled to make revisions and modifications to these GTC at any time, and to inform the Customer of these on the Site.

The Customer declares that he/she has read and understood the GTC before confirming the order for Products or Services. Consequently, the act of placing an order on the Site implies the Customer's express acceptance of the GTC, which is confirmed by the box ticked to this effect when the order is finalized.

### **3. PRICE**

Offers of Products or Services are valid as long as they are available on the Site. Prices do not include delivery charges or other special services to which the Customer may have subscribed.

The Organizer is free to modify prices at any time, it being understood that, for orders already validated, the applicable prices will be those in force at the time the order is validated. The Organizer also reserves the right to organize exceptional promotions outside the indicated prices, so that the Customer may benefit from preferential rates for a limited period.

The price of the Products or Services is indicated and payable in euros, inclusive of all taxes, at the rates in force on the day the order is placed. Prices do not take into account delivery charges, promotional offers or personal discounts ("promo code"), which are indicated before final validation of the order.

Prices take into account the French VAT applicable on the day of the order, and any change in the legal VAT rate will automatically be reflected in the price of the products presented on the Site.

All orders, whatever their origin, are payable in euros.

### **4. ORDERING - PAYMENT AND DELIVERY TERMS**

#### **4.1. Ordering**

The Customer must place an order exclusively on the Organizer's Site. Orders sent by e-mail or post will not be taken into account.

In order to place an order on the Site, the Customer will be automatically redirected to the registration and payment platform of the company Njuko (hereinafter the "**Njuko Platform**"), which specializes in the management of sports event registration (website: [www.njuko.com](http://www.njuko.com)). All Customers must create a user account on the Njuko Platform by entering their personal details. The Customer undertakes to provide accurate and complete information and to place orders only in his/her own name and on his/her own behalf. In the event of a change in personal information, the Customer must make the necessary changes in the "My Account" area of the Njuko Platform.

The Customer must confirm his/her order after selecting the Products or Services added to his/her basket. Before confirming the order, the Customer must check the contents of his/her basket (identification and quantity of Products and Services) before validating them.

The Customer is invited to read these terms and conditions of sale and accept them by ticking the box "I have read and accept the terms and conditions of sale".

Finally, the Customer is invited to click on the "PAY" button and is directed to the secure payment website of the Njuko Platform in order to proceed with payment.

The Organizer will acknowledge receipt of the Customer's order by sending an order confirmation e-mail including the order summary and payment receipt.

In the event that, subsequent to the Customer's order, a Product or Service becomes wholly or partially unavailable, the Organizer will inform the Customer as soon as possible and will give the Customer the option either of being supplied with another Product or Service of equivalent quality and price, or of being reimbursed within thirty (30) days of the request.

#### **4.2. Terms of payment**

The price is payable in full by bank transfer on the day the order is placed by the Customer.

Payments by credit card are secured by the Njuko Platform (website: [www.njuko.com](http://www.njuko.com)), which uses the SSL protocol so that information transmitted is encrypted by software and cannot be read by any third party during transport on the Internet.

Any order placed on the Site constitutes the formation of a contract concluded remotely between the Customer and the Organizer.

Where applicable, the Customer expressly waives the right to offset any sums owed to the Organizer against any claims the Customer may have against the Organizer on any grounds whatsoever.

#### **4.3. Terms of delivery**

The Bib, which must be collected under the conditions defined in the Regulations. Certain Products and Services ordered are likely to be delivered to the Customer, under the pricing conditions and times proposed at the time of your order.

### **5. PROHIBITION ON THE DISTRIBUTION AND/OR SALE OF PRODUCTS AND/OR SERVICES**

With the exception of resellers and distributors expressly authorized by the Organizer, the Customer agrees not to distribute and/or sell to any person any Products and/or Services marketed by the Organizer.

In addition, the Customer shall refrain from handing out products similar to those marketed by the Organizer, either free of charge or in return for payment, to Riders or third parties on the Event site or in the immediate vicinity.

### **6. RIGHT OF WITHDRAWAL**

#### **6.1. Purchase of leisure services, travel services or personalized products**

Leisure services" means the purchase of the Bib included in the Event Registration, a meal ticket, a massage service, etc. Personalized products" means t-shirts and other goodies sold by the Organizer, including those bearing the Rider's name. Travel services" include accommodation sold by the Organizer.

The Customer has no right of withdrawal on the purchase of personalized products, travel services or leisure services that must be provided on a specific date or period, in accordance with the legal provisions of articles L. 221-28 et seq. of the French Consumer Code, even in the case of distance selling:

*"The right of withdrawal cannot be exercised for contracts :*

*[...]*

*3° The supply of goods made to the consumer's specifications or clearly personalized [...].*

*12° Accommodation services, other than residential accommodation, goods transport services, car rental, catering or leisure activities that must be provided on a specific date or at a specific time;"*

## **6.2. Purchase of non-personalized merchandising and other products**

### **6.2.1. Time limits and procedures for exercising the right of withdrawal**

For non-customized merchandising products and other non-customized goods purchased from the Organizer, the Customer has a withdrawal period which expires fourteen (14) days after the day on which the Customer or a third party designated by the Customer takes physical possession of the goods, in accordance with article L. 221-18 of the French Consumer Code.

You can exercise your right of withdrawal by contacting FVE's Customer Service at [hello@hauteroute.fr](mailto:hello@hauteroute.fr) , who will tell you how to proceed. You can also send a letter to Customer Service at the FVE address given in these GTC.

The Customer may use the model withdrawal form in Appendix 1 of these GTC. The Customer may complete and send this withdrawal form or any other unambiguous statement to FVE's postal or e-mail correspondence address. If the Customer uses this option, FVE will send an acknowledgement of receipt of the withdrawal without delay.

### **6.2.2. Refunds in the event of withdrawal**

In the event of exercise of the right of withdrawal and reimbursement within the time limits specified above, only the price of the Product(s) purchased and the shipping costs will be reimbursed. Return postage costs remain the responsibility of the Customer. Products returned must be intact, in perfect condition for resale and in their original packaging. Items returned incomplete, damaged or soiled by the consumer will not be accepted for return or refund. You must enclose a copy of your proof of purchase with your return.

If you exercise your right of withdrawal, the Organizer will reimburse the sums paid (including delivery costs) at the latest within fourteen (14) days from the date on which FVE is informed of the Customer's decision to withdraw. The date of reimbursement may be deferred until recovery of the Products or until you have provided proof of shipment of the Products, whichever comes first.

Refunds will be made by the same means of payment used for the order.

The Organizer is not obliged to reimburse additional costs if you have expressly chosen a delivery method that is more expensive than the standard delivery method offered.

In the event of abnormal or abusive returns, the Organizer reserves the right to refuse a subsequent order.

In the case of Products and Services purchased from third parties through the Organizer, you are required to refer to the terms and conditions of sale of that third party, and the Organizer cannot be held liable in this respect.

## 7. WITHDRAWAL, DEFERRAL, TRANSFER AND MODIFICATION AT THE RIDER'S INITIATIVE

### 7.1. General

The Conditions of Withdrawal, Postponement, Assignment and Modification (hereinafter referred to as the "**Withdrawal Conditions**") define certain specific conditions applicable to Riders. Riders may avail themselves of the Withdrawal Conditions from the time of confirmation of their Event Registration.

These Withdrawal Conditions only apply in cases where a Rider unilaterally decides to withdraw from the Event before the start of the Event for a reason other than force majeure, as defined by article 1218 of the French Civil Code and French case law.

### 7.2. Withdrawal from the Event

Before the start of the Event, the Rider must inform the Organizer of his choice not to participate in the Event (hereinafter the "**Withdrawal**").

The declaration of Withdrawal must be made in writing by the Rider, using the Withdrawal request form provided by the Organizer upon written request by the Rider (hereinafter the "**Withdrawal Form**"), to the following address: [hello@hauteroute.fr](mailto:hello@hauteroute.fr). The Withdrawal becomes final once it has been confirmed in writing by the Organizer.

In the event of Withdrawal, the Rider has the options stipulated in Article 7.4 with regard to reimbursement of the costs incurred for Event Registration (hereinafter referred to as the "**Registration Fee**"), Additional Services and Accommodation (hereinafter referred to together as the "**Withdrawal Fee**").

### 7.3. Processing fees

For all withdrawal requests accepted and processed by the Organizer, the Organizer will apply a processing fee which will either be paid by the Rider or deducted from the sums due to the Rider (hereinafter the "**Processing Fee**").

Processing fees will be as follows:

- For all 3-day Haute Route France events, the processing fee is €50.00;
- For all 5-day Haute Route France events, the processing fee is €75.00;
- For all 7-day Haute Route France events, the processing fee is €120.00.

### 7.4. Reimbursement of Registration Fees, Accommodation and Additional Services

#### 7.4.1. General reimbursement rules :

- The refund option is not available for Event registrations purchased through a travel agency or operator;
- The amount of the refund depends on the date on which the request was received by the Organizer: the Withdrawal Fee increases periodically as the Withdrawal date approaches the start of the Event.

#### 7.4.2. Specific reimbursement rules for Registration Fees :

- Withdrawal within the first 7 days following the Event Registration opening date: 100% refund of the Registration Fee, less the Processing Fee.
- Withdrawal up to 6 months before the start of the Event: refund of 50% of the Registration Fee, less the Processing Fee.

- Withdrawal from 6 months to 3 months before the start of the Event: refund of 25% of the Registration Fee, less the Processing Fee.
- From 3 months before the start of the Event: no refund of the Registration Fee will be made.

#### 7.4.3. Specific reimbursement rules for Additional Services:

- The present reimbursement rules do not apply to Additional Services for which the Organizer only acts as a sales intermediary, i.e. Additional Services that are organized or produced by a third party;
- Withdrawal from the opening of Event Registrations up to 6 months before the start of the Event: 100% refund of the value of the additional Services, less the Processing Fee.
- Withdrawal from 6 months to 4 months before the start of the Event: reimbursement at 50% of the value of the Additional Services, less the Processing Fee.
- Withdrawal from 4 months to 3 months before the start of the Event: reimbursement of 25% of the value of the Additional Services, less the Processing Fee.
- From 3 months before the start of the Event: no refunds for Additional Services will be made.

#### 7.4.4. Refund of Accommodation in case of Withdrawal

Refunds for Accommodations will be made according to the time the withdrawal request is made, as follows:

- From the opening of Event Registration until 6 months before the start of the Event: reimbursement of 50% of the value of the Accommodation, less the Processing Fee.
- From 6 months to 3 months before the start of the Event: refund of 25% of the value of the Accommodation, less the Processing Fee.
- 3 months or more before the start of the Event: no refunds for accommodation will be made.

### 7.5. **Deferral**

The Rider may request the deferral of his Event Registration to the edition of the Event organized the following year (hereinafter the "**Deferral**"), under the conditions set forth below.

Services purchased from third parties are not guaranteed for the following year.

In the event of Deferral, the Organizer reserves the right to refund only the fees paid for the Additional Services that cannot be postponed.

The Deferral process incurs processing costs, which are borne by the Rider.

The Rider will only be informed of the Registration procedure for the following edition of the Event at the time of the opening of registrations for the said edition, organized the following year.

#### 7.5.1. Deferral rules :

1. Deferral is only available to Riders who have registered within the first 90 days from the opening day of Event Registration, and who have not already benefited from a previous registration deferral.
2. Deferral may be requested by the Rider up to sixty (60) days before the start of the Event.
3. The Rider must send to the Organizer within the given time limit a request for Deferral using the Deferral Request Form (hereinafter the " Postponement **Form**"), available upon written request from the Rider to the following email address: hello@hauteroute.fr.
4. Deferral is not possible for accommodations and additional services.

5. Deferral is only possible for the same Event, organized the following year.
6. Deferral is not available for free or sponsored Event Registrations.
7. The Deferral is only available to Riders and not to persons who may accompany them.
8. Deferral is not available for Event Registrations purchased through a third party (travel agency or operator).
9. The Deferral process can only be used once, no entries can be Deferred twice, for any Event and for any conditions.

#### 7.5.2. Deferral procedure :

1. The Rider must complete and submit the Deferral request using the Deferral Form provided by the Organizer's "Athlete Services" team upon request.
2. After submitting the Deferral Form to the Organizer, the Riders will receive an email from [hello@hauteroute.fr](mailto:hello@hauteroute.fr) confirming receipt of the Deferral request. If you do not receive this email, please contact [hello@hauteroute.fr](mailto:hello@hauteroute.fr) (also check your spam folder for this email).
3. If you are eligible for a Deferral, the Organizer will cancel your Registration for the Event for which you are registered within 15 business days and refund any Additional Services purchased if eligible for a refund, less the Processing Fee. You will also receive an email confirming these steps.
4. The Organizer will send you an email with a personalized link to register free of charge for the next edition of the Event.
5. The Rider must then validate his/her Registration for the next edition of the Event within 60 days of receiving this email. Any link not used after 60 days will become null and void.

#### 7.5.3. Reimbursement of Additional Services in the event of Deferral

Additional Services cannot be carried over to the following year. Consequently, when the Extra Service is eligible for reimbursement, the specific rules for reimbursement of Extra Services set out in Article 7.4.3 apply.

#### 7.5.4. Accommodation refund in the event of Deferral

Accommodations cannot be carried over to the following year. Accordingly, refunds for Accommodations will be made according to the time at which the deferral request is made, as follows:

- From the opening of Event Registration until 6 months before the start of the Event: reimbursement of 50% of the value of the Accommodation, less the Processing Fee.
- From 6 months to 3 months before the start of the Event: reimbursement of 25% of the value of the Accommodation, less the Processing Fee.
- 3 months or more before the start of the Event: no refunds for Accommodation will be made.

### 7.6. **Transfer**

#### 7.6.1. Transfer to a third party

The Rider has the right to assign his or her Event Registration (hereinafter the "**Transferor**") to a third party (hereinafter the "**Transferee**") who meets all the requirements and conditions stipulated in the GTC and the Regulations (hereinafter the "**Assignment**"). A complete Assignment, including the Assignment of the Bib and ancillary services included in the Registration, is possible up to one month before the start of the Event. However, if for any reason the Organizer is unable to authorize the Assignment to a third party, this does not constitute a breach of the Organizer's obligations under these GTC. Consequently, the Rider shall not be entitled to any claim, remedy or compensation in this respect.

The Rider may not proceed with the Transfer of Accommodations and Additional Services.

#### 7.6.2. Transfer procedure :

1. In his or her personal space on the Njuko Platform, the Transferor selects the "I'm transferring my bib" option and completes all the information requested.
2. The Transferor and the Transferee shall be personally responsible for the costs of registration for the Event.
3. The present procedure for the Transfer of Event Registration does not apply to personalized ancillary services.
4. The present procedure for the Assignment of Event Registration does not apply to registrations taken out with an operator or travel agency. In such cases, any conditions of Assignment are governed by the contractual conditions of the latter.
5. The Transfer is only possible for the same race format.

#### 7.7. **Changing a reservation for Additional Services and Accommodation**

The Rider may choose to book Additional Services and Accommodation or modify his initial booking by contacting the Organizer prior to the Event, at the following address: [hello@hauteroute.fr](mailto:hello@hauteroute.fr) . All modifications are subject to general availability and are not guaranteed.

### 8. **LIABILITY AND INSURANCE**

Each party remains solely responsible for its own obligations and activities.

The Customer shall be responsible and liable to the Organizer for any breaches of the GTC and/or the Regulations, for any failure to comply with current legislation and for any acts or omissions whatsoever caused by the Customer and/or, where applicable, by the Riders in whose name and on whose behalf the Customer places the order, without prejudice to the Organizer's right to hold the Riders liable and to take any action whatsoever against them.

The Customer and the Riders are solely responsible for the responsibility, protection and supervision of all items in their custody and/or of which they are the owners. The Organizer assumes no responsibility in this respect, in particular in the event of theft, damage, transportation of the material goods of the Riders.

The Customer undertakes to take out all insurance necessary to cover the risks associated with its activities, the benefit of the Products and Services and the above stipulations, with a company known to be solvent, and to maintain this insurance in a state of validity throughout the term of the Contract.

Where applicable, the Customer must, at the Organizer's first request, provide proof that the said policies have been taken out and that the relevant premiums have been paid.

### 9. **CANCELLATION**

Should either of the Parties fail to comply with any of the essential stipulations of this Contract, it may be terminated by operation of law and without legal formalities, if the aggrieved Party so wishes, fifteen (15) calendar days after notification by registered letter with acknowledgement of receipt of a formal notice to perform which has remained without effect, without prejudice to any claim for damages.

The Parties acknowledge and accept that thirty (30) calendar days prior to the commencement of one of the editions of the Event, as well as during the duration of said Event, the period of fifteen (15) calendar days referred to in the previous paragraph is reduced to two (2) calendar days.

In the event of termination of the Contract, for whatever reason, the Customer will not be able to benefit from the Products and Services, and the Organizer will be free to market them to any third party.

In the event of termination of the Contract as a result of a breach of the Contract by the Customer or, where applicable, by the Rider on whose behalf the Customer places the order, all sums paid by the Customer shall be retained by the Organizer, as termination indemnity and without prejudice to any claim for damages.

## **10. SPORTING PREROGATIVES RELATED TO THE ORGANIZATION OF THE EVENT**

The Customer acknowledges that FVE is the official organizer of the Event. However, the Customer acknowledges that in organizing the Event, FVE is subject (i) to the laws and regulations applicable to it, in particular the provisions of the French Sports Code, and (ii) to the safety and police regulations (such as, in particular, staggered working hours, total or partial closure of a site or public area, postponement) that may be decided and implemented by any competent authority.

The exercise of the Organizer's sporting prerogatives and the development and/or modification (for whatever reason) of the Event do not in any way modify the Customer's obligations, in particular financial obligations.

The Customer undertakes to respect the sporting prerogatives of the Organizer and to comply with all resulting decisions, which may relate in particular to the cancellation or modification of the Event, access to the Event site, the presence or absence of the public, the safety of the Riders and the public and public order.

If circumstances so require, the Organizer reserves the right to modify at any time the route, the position of refreshment points and timing points, to postpone the date and/or times of the Event, to stop the Event in progress, to cancel it or to set up an alternative route.

The Customer undertakes not to contest any decision of the Organizer falling within its prerogatives.

## **11. FORCE MAJEURE**

Neither party may be held liable for a breach of any of its obligations resulting from an event of force majeure as defined by article 1218 of the French Civil Code ("an event beyond the debtor's control, which could not reasonably have been foreseen when the contract was concluded, and the effects of which cannot be avoided by appropriate measures, prevents the debtor from fulfilling its obligation").

## **12. LEGAL WARRANTY OF CONFORMITY**

Products sold by the Organizer to the Customer, in particular merchandising products, are guaranteed for two (2) years pursuant to articles L. 217-3 to L. 217-20 of the French Consumer Code and articles 1641 to 1648 and 2232 of the French Civil Code.

In accordance with article D. 211-2 of the French Consumer Code, information on the implementation of legal warranties is as follows:

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Consumers have a period of two years from the date of delivery of the goods in which to invoke the legal warranty of conformity in the event of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity, and not the date of its appearance.

Where the contract for the sale of goods provides for the supply of digital content or a digital service on a continuous basis for a period of more than two years, the legal warranty applies to this digital content or digital service throughout the period of supply. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or service, and not the date of its appearance.

The legal warranty of conformity obliges the professional, where applicable, to provide all updates necessary to maintain the conformity of the good. The legal warranty of conformity gives the consumer the right to repair or replace the good within thirty days of his request, free of charge and without any major inconvenience for him.

If the good is repaired under the legal warranty of conformity, the consumer benefits from a six-month extension of the initial warranty. If the consumer asks for the good to be repaired, but the seller requires it to be replaced, the legal warranty of conformity is renewed for a period of two years from the date of replacement of the good.

The consumer may obtain a reduction in the purchase price by retaining the good or terminate the contract by obtaining a full refund against return of the good, if :

- 1° The professional refuses to repair or replace the good;
- 2° The goods are repaired or replaced within thirty days ;
- 3° The repair or replacement of the good causes a major inconvenience for the consumer, in particular when the consumer definitively bears the cost of taking back or removing the non-conforming good, or if he bears the cost of installing the repaired or replacement good;
- 4° The non-conformity of the property persists despite the seller's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a reduction in the price of the goods, or to rescission of the contract, if the lack of conformity is so serious as to justify immediate price reduction or rescission of the contract. In such cases, the consumer is not obliged to request repair or replacement of the goods beforehand.

The consumer is not entitled to rescind the sale if the lack of conformity is minor.

Any period of immobilization of the good for the purpose of repair or replacement suspends the remaining warranty period until delivery of the reconditioned good. The rights mentioned above result from the application of articles L. 217-1 to L. 217-32 of the French Consumer Code.

A seller who obstructs the implementation of the legal guarantee of conformity in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual sales (article L. 241-5 of the French Consumer Code).

The consumer also benefits from the legal warranty against hidden defects, in application of articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This warranty entitles the consumer to a price reduction if the good is kept, or to a full refund in exchange for the return of the good.

### **13. PROVISIONS SPECIFIC TO TRAVEL SERVICES**

If the Customer purchases a travel service on the Organizer's Site, in particular accommodation services, he/she benefits from the rights granted by the French Tourism Code.

Within the meaning of the French Tourism Code, a travel service includes passenger transport (1), accommodation (2), car rental (3) and any other tourist service (4) that the Organizer does not produce itself (hereinafter referred to as "**Travel Services**").

It is specified that the Organizer acts only as an intermediary in the sale of Travel Services, where applicable included in a tourist package, but is not the organizer and/or producer.

This Article does not apply to goods and services that you may have acquired directly, in any way whatsoever, from a third party, whether or not that third party is mandated - licensed - by the Organizer. It is only applicable to Travel Services, where applicable included in a tourist package, ordered on the Site or via the Njuko Platform.

The Customer acknowledges having read these GTC, the general terms and conditions of the supplier of the Travel Service in question, actually providing the Travel Service (hereinafter the "**Travel Service Supplier**") as well as the description of the service chosen on the Site.

A standard information form for Travel Service contracts with the Organizer is included in Appendix 2 of these GTC.

## **14. SITE ACCESS LICENSE AND INTELLECTUAL PROPERTY**

The Organizer grants the Customer a limited license to access and use the Site for personal use. Under no circumstances may the Customer download or modify all or part of this Site without the express written authorization of the Organizer. The Site, its content, photographs, brands, logos, images, texts etc. may not be reproduced, copied, imitated, sold or exploited for any reason whatsoever without the express written authorization of the Organizer.

Any unauthorized reproduction or use of all or part of the Site constitutes an infringement under the French Intellectual Property Code.

## **15. CUSTOMER SERVICE**

A customer service department is available to the Customers, and can be contacted as follows:

- By post: 25 rue Notre-Dame des Victoires, 75002 PARIS - FRANCE
- By email: [hello@hauteroute.fr](mailto:hello@hauteroute.fr)

## **16. USING IMAGES**

### **16.1. Rider's image**

The Event may be filmed, in particular for the purposes of public communication, in any form (notably photo, video...), on any existing or future medium, in any format, for any communication to the public worldwide, for any use including advertising and/or commercial purposes.), on any existing or future support, in any format, for any communication to the public in the whole world, for any use including advertising and/or commercial purposes, each Rider expressly authorizes the Organizer, its assignees or successors (in particular its commercial partners) to fix and reproduce, on any medium and by any means, and consequently, to reproduce and represent, without remuneration of any kind, his name, voice, image, and more generally his sporting performance in the context of the Event (hereinafter his "**Image**"), for a period not exceeding ten (10) years following the date of the Event. The Rider hereby expressly authorizes the Organizer to grant sub-licenses to the Event's partners for the commercial and advertising use of his Image.

To this end, each Rider expressly and irrevocably authorizes the Organizer, its successors or assigns (in particular its commercial partners), in order to meet the requirements of advertising, promotional and/or commercial campaigns, to:

- make any modification, addition or deletion that it deems useful for the exploitation of its Image under the conditions defined above;
- associate and/or combine with its Image, any/all signatures, catchphrases, slogans, captions, trademarks, distinctive signs, legal notices, visuals and, in general, any element of any kind chosen by the Organizer intended in particular to illustrate the communications media in which they are integrated.

The Organizer guarantees that he is not bound by any exclusive contract concerning the use of his Image.

The Rider is informed and accepts without reservation that his or her participation in the Event implies the capture of his or her Image by the Organizer's official service providers, which may include the use of automated image processing technologies such as facial recognition for identification and event management. His Image reproduced in photo and/or video format will be accessible for five (5) years on the Site and, where applicable, on the site of the Organizer's photo and/or video service provider, unless otherwise agreed by the Rider.

With regard to the Site, the Organizer accepts that he may be identified by any Internet user entering his surname, first name and/or Bib number.

If you wish to object to such publication, you may make a request to the Organizer at [hello@hauteroute.fr](mailto:hello@hauteroute.fr), in advance of the Event and no later than thirty (30) days before the Event, so that appropriate measures can be taken.

## **16.2. Images of the Event**

Any communication of still images and/or animated sequences of the Event, by the Rider or the Customer, captured on the occasion of his/her participation in the Event must be limited to personal use and may under no circumstances be used for promotional and/or commercial purposes outside the Event.

## **17. PERSONAL DATA**

### **17.1. Data processing**

When ordering an Event-related Product or Service from the Organizer, the Customer is asked to provide a certain amount of data and information. Some of these data enable the Customer to be identified, directly or indirectly, and may be considered as personal data within the meaning of applicable regulations on the protection of personal data (hereinafter referred to as the "**Data**").

In general, the Data communicated is intended for the authorized personnel of the Organizer and for any subcontractors.

The Organizer collects this Data for specific purposes, in accordance with applicable legal provisions and with your consent, and in particular for the purposes of :

- Allow the creation, management and access to your account ;
- To provide the information and services requested, in particular to enable you to register for Haute Route France events, and to enable the sale of Products and Services on the Site;
- To enable the processing, follow-up and management of your Registrations for Haute Route France events;
- Offer personalized services based on the information provided in your profile, in particular advice and training programs;

- Facilitate collection and combat fraud;
- To enable the management, modification and improvement of the Organizer's products and services;
- Send e-mails or publish messages in order to provide you with any useful information such as confirmation of your order, updates, newsletters concerning the Organizer's activities;
- Send e-mails or SMS to provide you with information, announcements and updates relating to the Event for which you have registered;
- Collect information in particular by means of polls, surveys or questionnaires that the Organizer communicates to you;
- Ensure compliance with applicable legal and regulatory provisions, in particular with regard to the absence of medical contraindications to the participant's participation in the Event;
- Send you e-mails or SMS to inform you of other events that may be of interest to you based on the information provided in your profile;
- To enable the marketing and promotion of the Organizer's services;
- Send e-mails or SMS to communicate promotional offers, advertisements or other commercial communications from our Event partners;
- Enable Customers to communicate with each other;
- Organize lotteries and contests and allow you to register and participate in them;
- Informing you of your results, communicating your diplomas;
- To enable any other purpose specified at the time the Data is collected.

## **17.2. Data Sharing**

The Organizer may share Data about you with third parties.

The Organizer may disclose Data to its subsidiaries and affiliates, in which case their use is subject to the present conditions.

If you have ordered products or services from our partners through the Organizer, the Organizer may share your Data with the relevant partners in order to fulfill your request. These third parties may send you communications, correspondence and e-mails.

If you have consented when ordering a Product or Service related to the Event to receive communications from the Event's partners, the latter may send you communications, correspondence and e-mails.

Finally, the Organizer may share the Data you submit with its suppliers, service providers, subcontractors or agents entrusted with certain tasks on behalf of the Organizer. For example, these suppliers may be the timekeeper, the Bib manufacturer or the company in charge of medical assistance, the Official Photo Service. These partners have agreed to maintain the confidentiality, security and integrity of the Data.

The Data is hosted within the European Union.

You may receive promotional offers by telephone, post, e-mail or SMS from the Organizer's commercial partners, to whom the Data may be transmitted and transferred for commercial prospecting purposes, provided that you have ticked the box provided for this purpose when placing your order on the Site. In any event, you may object to this at any time in your "My Account" area or in accordance with the conditions set out below.

In accordance with the amended French Data Protection Act of January 6, 1978, you have the right to query, access, rectify and object on legitimate grounds to all Data concerning you, as well as the right to object to commercial canvassing by the Organizer and/or its commercial partners. You also have the right to formulate specific or general directives concerning the conservation, deletion and communication of your post-mortem Data.

You may exercise all these rights by sending your request by e-mail to [hello@hauteroute.fr](mailto:hello@hauteroute.fr) or by post, accompanied by a copy of a signed identity document, to :

FRANCE VELO EVENEMENTS  
DPO - Haute Route Alpes 2025  
25 rue Notre-Dame des Victoires  
75002 PARIS  
FRANCE

Your request will be processed as soon as possible. Proof of identity may be required.

### **17.3. Rider's data**

At the end of the Event, information relating to the riders' sporting performance (in particular your results, photos and videos) are published on the Site and, where applicable, on the site of the Organizer's photo/and or video service provider. Your results, together with your surname, first name and region, may be published in any media. If you wish to object to such publication, you may request anonymization of your Data by exercising your right to oblivion at any time by completing the "RGPD Rights" form made available to you by the Organizer upon written request from the Customer to the following email address: [hello@hauteroute.fr](mailto:hello@hauteroute.fr) .

The Organizer will reply within the legal deadline of thirty (30) days, if your request is complete. Once your results have been published, they may be used by any media. Any publication of the results by a media outlet constitutes processing of Data for information purposes, and as such constitutes a derogation from Data protection. However, if you wish your results to be dereferenced by any third-party site, the Organizer cannot act as an intermediary. We invite you to contact them to make any request relating to your rights.

Rider tracking. By choosing to take part in the Event, Riders acknowledge that their progress on the Event will be accessible to any user of the Event Site, with the timing chips enabling their passage over the timing mats positioned on the Event to be detected. You acknowledge that any user of the Event Site is likely to be able to follow you by entering your surname and/or first name and/or Bib number. Each Rider may refuse to allow his or her progress on the Event to be accessed by any user of the Event Site by filling in the form made available to you by the Organizer upon written request from the Customer to the following e-mail address: [hello@hauteroute.fr](mailto:hello@hauteroute.fr) .

## **18. SEVERABILITY**

If one or more stipulations of the GTC are held to be invalid or declared as such in application of a law, regulation or following a final decision rendered by a competent court, the other stipulations of the GTC shall remain in force. The Parties then agree to replace the clause declared null or invalid by an equivalent and valid clause.

The headings of the articles of the GTC are for convenience only and in no way affect the meaning of the stipulations to which they refer.

## **19. UNFORESEEABLE EVENTS**

Article 1195 of the French Civil Code, concerning unforeseeable changes in circumstances, does not apply to the Contract. The Parties agree to assume the risk of changes as contemplated by Article 1195 of the Civil Code. The Parties expressly waive the provisions of article 1195 of the Civil Code, and any rights they may have enjoyed under that article.

## **20. LANGUAGE OF THE GTC**

The original version of the GTC is written in French. The English translation of the GTC is a faithful translation of the French version. However, in the event of any contradiction or conflict as to the interpretation of the provisions of the GTC between the original French version and the English translation, the original French version shall prevail.

## **21. APPLICABLE LAW AND DISPUTE RESOLUTION**

### **21.1. Applicable law**

These GTC, as well as all sales and purchases referred to herein, are governed by French law.

### **21.2. Dispute resolution**

In the event of a dispute, the Customer must first contact the Organizer to obtain an amicable solution.

### **21.3. Mediation**

In the event of a dispute between the Organizer and a Customer, and after an attempt at amicable resolution has failed, the Customer may refer the matter to the Consumer Mediator.

The costs of mediation are borne by the Organizer.

Furthermore, in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court settlement of online disputes between consumers and professionals in the European Union.

This platform can be accessed at the following link: <https://webgate.ec.europa.eu/odr/>

### **21.4. Jurisdiction**

If an attempt at amicable resolution fails, the Customer may refer the matter to the Court of his place of residence.

## APPENDIX 1 WITHDRAWAL FORM MODEL

*(Please complete and return this form only if you wish to withdraw from the contract)*

To the attention of FRANCE VELO EVENEMENT

Postal address: FRANCE VELO EVENEMENT - Haute Route Alpes 2025  
Customer service - Right of withdrawal  
25 rue Notre-Dame des Victoires  
75002 PARIS  
FRANCE

Email address: hello@hauteroute.fr

I hereby notify you of my withdrawal from the contract for the sale of the following goods (\*)/provision of services (\*): \_\_\_\_\_

Ordered on (\*)/received on (\*) : \_\_\_\_\_

Customer name: \_\_\_\_\_

Customer's postal address: \_\_\_\_\_

Signature of consumer(s) (only in the case of notification of this form on paper) :

Date : \_\_\_\_\_

(\*) Delete as appropriate.

## **APPENDIX 2 STANDARD INFORMATION FORM FOR TRAVEL SERVICE CONTRACTS WITH THE ORGANIZER**

Essential rights under the Tourism Code :

- Customers will receive all essential information about the Travel Service before concluding the travel contract.
- The Customer is provided with an emergency telephone number or contact details for FVE.
- Customers may assign their Travel Service to another person, subject to reasonable notice and possible payment of additional fees.
- The price of the Travel Service may only be increased if specific costs increase and if this possibility is explicitly provided for in the contract, and may in no case be changed less than twenty days before the start of the trip. If the price increase exceeds 8% of the Travel Service price, the Traveller may withdraw from the contract. If the Travel Service Provider reserves the right to increase the price, the traveller is entitled to a price reduction in the event of a reduction in the corresponding costs.
- Customers may cancel the contract without incurring cancellation charges and receive a full refund of payments made if any essential element of the contract, other than the price, undergoes a significant change. If, before the start of the service, the professional responsible cancels it, Customers may obtain reimbursement and compensation, if applicable.
- Customers may cancel the contract without paying a cancellation fee before the start of the service in the event of exceptional circumstances, for example if there are serious safety problems at the destination that are likely to affect the trip.
- In addition, Customers may cancel the contract at any time before the start of the trip, subject to payment of an appropriate and justifiable cancellation fee.
- If, after the start of the trip, important elements of the trip cannot be provided as planned, appropriate alternative services must be offered at no extra charge.
- FVE must provide assistance if the traveler is in difficulty.

Website where you can consult the Tourism Code:

[https://www.legifrance.gouv.fr/codes/texte\\_lc/LEGITEXT000006074073](https://www.legifrance.gouv.fr/codes/texte_lc/LEGITEXT000006074073)

