

# SPORTS RULES AND GENERAL TERMS OF SALE L'ETAPE DU TOUR DE FRANCE 2022

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# **PREFACE**

The 30<sup>th</sup> edition of L'Étape du Tour de France, (hereinafter **the Event**) is organised on 10 July 2022 by Amaury Sport Organisation (A.S.O.), a French *Société Anonyme* with a share capital of €61,200,240, registered at the RCS de Nanterre under number 383 160 348, and whose headquarters are located in Boulogne-Billancourt (92100) France, 40-42 Quai du Point du Jour, (hereinafter the **A.S.O.** or the **Organiser**).

Voyages Sport Organisation (V.S.O.) is the subsidiary of the Organiser, Groupement d'Intérêt Economique, registered at the RCS de Nanterre under number C 409 758 448, and whose headquarters are located in Boulogne-Billancourt (92100) France, 40-42 Quai du Point du Jour (hereinafter **V.S.O.**), travel operator and selling Travel Services, as offered to participants in the Event as part of their registration.

The present document describes:

- (i) the sports rules of the Event (hereinafter the Rules),
- (ii) the general terms of sale applicable to any order of products or services relating to the Event made with the Organiser through the intermediary of the registration platform *time to* (its website, mobile site or app) (hereinafter the **General Terms of Sale**).
- (iii) the general terms of sale applicable in case of subscription of the option accommodation packs and shuttle options (hereinafter the **Travel Service**) placed with Voyage Sport Organisation, whose registered office is located in Boulogne-Billancourt (92100) France, 40-42 Quai du Point du Jour, through the intermediary of the registration platform *time to* (its website, mobile site or app) (hereinafter **V.S.O.'s General Terms of Sale**).

The terms "you" "your", "yourself" and "yours" refer to you as a participant or consumer or as the parent or legal guardian (over the age of 18) if this participant or consumer is a minor in their country of residence.

Your registration for the Event implies your express and unconditional agreement of these present Rules and A.S.O.'s General Terms of Sale and V.S.O.'s General Terms of Sale, in case of Travel Services purchase.

If you are the legal representative of a child and you register this child for the event exclusively aimed at children organized by ASO on the side-lines of the Event, you must refer to the provisions of article 1.22., that you accept fully.

This document completes the Terms of Use for the on-line registration platform known as *time to* (hereinafter *time to*), accessible at the address www.timeto.com/terms-of-use.

In the event of a contradiction between the *time to* Terms of Use, these General Terms of Sale, and the Rules, the Rules shall prevail over A.S.O.'s and V.S.O.'s General Terms of Sale, which will in turn prevail over the *time to* Terms of Use.

The Organiser may revise and update A.S.O.'s and and V.S.O.'s General Terms of Sale and the Rules at any time; make sure to check them regularly. Any changes which are made apply immediately after notification, through any means including, but not limited to, publication of a revised version these General Terms of Sale and Rules on the Event's https://www.letapedutourdefrance.com. In the event of significant changes to the General Terms of Sale and/or the Rules, the Organiser will strive to inform you by email at the address provided on time to.

# N.B.! Role of *time to*:

The *time to* site, through which you have placed your order, enables sellers and professional organisers to list and sell their products and services. Although the *time to* platform facilitates transactions carried out on it, *time to* is not the seller nor the organiser of products and services relating to the Event.

Consequently, the sale of products or services relating to the Event, other than the Travel Service, a sales contract is formed only between yourself and the Organiser. The Organiser is responsible for the sale of products or services relating to the Event and any claims or other problems arising or connected to the sales contract between you and the Organiser.

## I. SPORTS RULES

These sporting rules (hereinafter the **Rules**) apply to all participants in the Event. They are an integral part of the General Terms of Sale mentioned above.

In the event of a conflict between the General Terms of Sale, the provisions of the Rules prevail.

#### 1.1. THE ROUTE

L'Étape du Tour de France is a cyclosportive event which will be held on Sunday 10 July 2022 on the route of the 12<sup>th</sup> stage of the route of the "Tour de France 2022" between Briançon and Alpe d'Huez (hereinafter called "the Event").

The race will be timed and organised on roads which are closed to traffic.

The Event route covers around 170 kilometres.

The details of the route /routes will be presented on the Event's website and its social networks later on.

## 1.2. PARTICIPATION CONDITIONS - LICENCE - MEDICAL CERTIFICATE

To take part in the Event, you must be at eighteen (18) years-old at the latest on 31 December 2022.

The age categories will result in a separate classification in agreement with the French Cycling Federation (ci-après la **FFC**).

At the end of the Event, several rankings will be established:

- Women's and men's scratch rankings: a ranking based on the official time achieved by the participant (the official time having as a starting point the pistol marking the start of the race, regarless of the actual start time of the race for the participant). The first three women and the first three men to go over the finish line in Nice. These six people will be the reward people during the official award ceremony.
- <u>The best climber ranking</u>: a ranking will be established based on the cumulative times for the ascents of the Col du Galibier, Col de la Croix de Fer and ascent of Alpe d'Huez. There will not be a prize giving ceremony for this challenge.

Riders are reminded that checks will be carried out during the Event to ensure that it takes place according to these rules, in particular according to the terms relating to age and medical certificates.

By participating in the Event, you are participating in one of the sporting events organised or approved by sports federations. Consequently, your participation is subject to the compulsory presentation of

- A valid FFC licence (Fédération Française de Cyclisme);
- One of the following licenses, provided that it authorizes the practice of cycling in competition:
  - License issued by the French Union of Lay Works of Physical Education (UFOLEP)
  - License issued by the Sports Federation and Gymnastics of Labor (FSGT)
  - License issued by the French Triathlon Federation (FFTri)

or, for those who do not hold such a license and who are eligible to take part in these competitions, presentation of this medical certificate alone or its copy, which must be dated within a year of the date of the race.

Mandatory wording on the medical certificate: « non contre-indication à la pratique du cyclisme en compétition »: the lack of any contraindication to the practice of competitive cycling.

Foreign licence holders must provide a medical certificate stating that there are no contraindications for them to take part in **cycling competitions**, even if they are holders of a competition licence issued by a federation which is affiliated to the UCI.

This certificate must be dated, signed and allow the authentication of the doctor, whether the latter is based in France or not. If the doctor is foreign, the medical certificate must be drawn up in one of the following languages: French, English, Spanish, German, Italian or Portuguese. A French translation must be enclosed with medical certificates drawn up in English, Spanish, German, Italian or Portuguese.

Prior to the Event, participants may send their medical certificate or photocopy of the licence in digital format through the upload tool accessible on their *time to* account. Any medical certificate that is sent by post or by email will not be considered.

These digital items must be submitted sufficiently in advance of the Event and no later than 1<sup>st</sup> June 2022 to enable the Organiser to approve them. The participant should, therefore, check their *time to* account to ensure their document has been approved. If this is not the case, this item should be physically submitted when the race numbers are collected.

Checks on the authenticity of medical certificates and licences may be carried out on site, even if participants have already uploaded these items via their *time to* account. participants must, therefore, be able to provide these items when they collect their race numbers or during the Event.

# 1.3. HEALTH PROTOCOL - - CONDITIONS OF PARTICIPATION RELATED TO THE COVID-19 EPIDEMIC

1.3.1. In order to ensure the health safety of participants, the Organiser may issue a Health Protocol and in particular introduce an obligation of provision of a document proving the participant's non-infection by the COVID-19 virus.

In order to participate in the Event, the participate shall strictly comply with the said Health Protocol and acknowledges the Organizer's right to refuse any participant's participation / access to - or to exclude them from - the Event for non-compliance with the measures enacted, without the Organiser being liable for this reason.

You will be informed of the provisions of this Health Protocol by a communication sent to the e-mail address provided during your registration to the Event on *time to*.

Regarding the abovementioned document proving the non-infection by the COVID-19 virus issued by the Organiser:

The nature of this required document will be determined by the Organiser, taking into account elements including the requirements of the competent authorities and the state of scientific and technical knowledge, in particular screening, on the day of the Event.

It may in particular consist of a sworn statement of non-infection, a PCR or antigen test results or any other type of test. performed on the day of the Event.

These Documents contain health data, which will only be viewed / consulted by the competent personnel of the Organiser when collecting the bibs and / or during the Event.

None of this data will be retained by the Organiser.

In the event that you do not respect this access condition issued by the Organiser, you will not be able to collect your bib and will not be able to participate in the Event, without the Organiser being liable for this reason.

#### 1.4. RACE NUMBER COLLECTION

Race numbers as well as timing chips must be collected, upon presentation of the following:

- Your licence or medical certificate which meet the aforementioned terms (only if it hasn't been uploaded and validated beforehand on your time to account),
- Your notification letter which can be downloaded on your time to account and/or sent by email before the Event.
- Your proof of identity.

Race numbers can only be collected in the dedicated area in the Event Village, on Friday 8 July and Saturday 9 July 2022 from 10am to 7pm.

Event Village: Parc des Sports de Briançon.

The allocation of race numbers is firm and definitive. Race numbers cannot be sent by post or sent on the day of the Event.

The race number must be placed on your back and the plate on the front of the bike, will be mandatory in order to access to the departure area and must remain completely visible throughout the race, including in the event of bad weather.

## 1.5. 2022 REGISTRATION CONDITIONS AND PRICES

Registrations for the Event may only be done on *time to* (via the www.time-to.com website, its mobile site or its app), from 14<sup>th</sup> October 2022 at 1 p.m. for the exclusive sales and from 18<sup>th</sup> October for the general public.

Any person who wishes to participate in the Event accepts to sign up as a member of *time to* beforehand. As a result, the participant must fill in a *time to* registration form and accept the *time to time to* Terms of Use and Confidentiality Policy unconditionally. The participant undertakes to only fill in the information relating to their identity.

All registrations to an Event are personal, final and irrevocable, and refunds cannot be issued under any circumstances, unless it is specifically mentioned in the Rules.

Each registration gives rise to a race number. Race numbers cannot be transferred under any circumstances.

Anyone who transfers his race number to another person will be held responsible in the event that the latter is the victim of or causes an accident during the race.

The organisation declines all responsibility should such an accident occurs.

In case of registration as a team, the registration of each team mate is irrevocable and final. No replacing of a teammate will be possible.

## **1.5.1.** Bibs

It is reminded that A.S.O.'s Generals Terms of Sale are applicable to Bibs purchase.

# 2022 PRICES

The Organisation reserves the right to limit the number of race numbers available in the Event for safety reasons.

Race number prices may vary depending on your event registration date:

## "MY ETAPE RACE NUMBER":

**Unique price**: €125 (one hundred and twenty five euros) from 14 October 2022 included, limited to 16,000 race numbers, including a race number for the Event.

# "MY ETAPE SOUVENIR" SERVICE

**Unique price**: €170 (one hundred and seventy euros) from 14 October 2022 included, limited to 16,000 race numbers, including a race number for the Event, a photo album, a video of your race, a personalized medal and a souvenir water bottle.

# "MY SANTINI JERSEY" SERVICE

**Unique price**: €190 (one hundred and ninety euros) from 14 October 2022 included, limited to 16,000 race numbers, including a race number for the Event, and a Santini jersey of l'Étape du Tour de France.

The prices for the race numbers are set out in this document in euros, inclusive of tax, at the rate applicable on the day of your registration.

## 1.5.3. Travel Service Prices

Travel Services, associated with the acquisition of a race number to participate in the Event, are also available. As a reminder, V.S.O.'s General Terms of Sale are applicable to this type of purchase.

# « MY ETAPE DAYS & NIGHTS EN HOTEL 3\*" PACKAGE

**Unique price**: €600 (six hundred euros) from 14<sup>th</sup> October 2022, including a race number for the Event, two (2) nights – Saturday 9<sup>th</sup> July and Sunday 10<sup>th</sup> July 2022 – in Alpe d'Huez for one (1) person in a three (3) stars hotel, including a double bed, two (2) breakfasts (one per night), a shuttle service Saturday 9<sup>th</sup> July in the morning to go from Alpe d'Huez to Briançon to take the start of the race, as well as an hour long sports briefing on Saturday 9<sup>th</sup>, a personalized medal and a souvenir water bottle.

The services provider of the accommodation services are the following:

- Hotel Escapade
- Hotel Popalp Café

# - " MY ETAPE DAYS & NIGHTS EN HOTEL 4\*" PACKAGE

Price 1: €800 (eight hundred euros) from 14<sup>th</sup> October 2022, including a race number for the Event, two (2) nights – Saturday 9 July and Sunday 10<sup>th</sup> July 2022 – in Alpe d'Huez for one (1) person in a four (4) stars hotel, including a double bed, two (2) breakfasts (one per night), two (2) diners, a shuttle service Saturday 9<sup>th</sup> July in the morning to go from Alpe d'Huez to Briançon to take the start of the race, as well as an hour long sports briefing on Saturday 9<sup>th</sup>, a personalized poster and a souvenir water bottle.

The services provider of the accommodation services are the following:

- Club MMV les Bergers
  - " MY ETAPE DAYS & NIGHTS EN HOTEL 5\*" PACKAGE

Price 1: €1,300 (one thousand three hundred euros) from 14 October 2022, including a race number for the Event, two (2) nights – Saturday 9 July and Sunday 10 July 2022 – in Alpe d'Huez for one (1) person in a four (5) stars hotel, including a double bed, two (2) breakfasts (one per night), two (2) diners (one per day), a shuttle service Saturday 9<sup>th</sup> July in the morning to go from Alpe d'Huez to Briançon to take the start of the race, as well as an hour long sports briefing and a mechanical check on Saturday 9<sup>th</sup>, a Santini Jersey of l'Étape du Tour de France, a photo album, a video of your race, a personalized medal and a souvenir water bottle.

The services provider of the accommodation services are the following:

- Hôtel Au chamois d'or

The prices listed above include do not include any other personal expenses, including tips and other meals other than breakfasts or diners when mentioned.

Only one person is included in the package of accommodation packages below, unless otherwise specified by the hotelier concerned. For any request of accompanying person, it will be advisable to contact directly the concerned hotel, being specified that additional expenses will be put at your charge to be done.

- **D-1 Shuttle : Alpe d'Huez > Briançon** : nominative ticket, valid on Saturday 9th July 2022, a place in the shuttle going from Alpe d'Huez to the Étape du Tour de France Village in Briançon, offering participants subscribing to this option to drop off their vehicle on arrival in order to collect it after their race. No bicycle in this shuttle. Two schedules available from Alpe d'Huez: 2:00 p.m. or 4:30 p.m. whose describing can be consulted on the Event website.

- **D Day Shuttle** – **morning**: nominative ticket, valid on Sunday 10th July 2022, a place in the shuttle going from Alpe d'Huez to Briançon, offering participants subscribing to this option to be dropped at the start of the race. No bicycle in this shuttle. Starting time of the shuttle in Alpe d'Huez: between 4:00 a.m. and 4:30 a.m. whose describing can be consulted on the Event website.

#### 1.6. CANCELLATION FROM THE PARTICIPANT'S INITIATIVE

For participants wishing to subscribe, "cancellation" insurance for MY ETAPE RACE NUMBER", MY ETAPE SOUVENIR" SERVICE, "MY SANTINI JERSEY" SERVICE, MY ETAPE DAYS & NIGHTS EN HOTEL 3\*" PACKAGE, MY ETAPE DAYS & NIGHTS EN HOTEL 4\*" PACKAGE, MY ETAPE DAYS & NIGHTS EN HOTEL 5\*" PACKAGE is available when registering for the Event on time to, its policy can be consulted on the Event website <a href="https://www.letapedutourdefrance.com/en">https://www.letapedutourdefrance.com/en</a>. It must be taken out before the order is validated. This option will allow you, under particular terms established by the insurer chosen by the Organiser, to allow you to be reimbursed for part or all of your race number only, excluding any other products or services ordered.

## 1.7. OFFICIAL JURY - CHONOMETRY - FEEDING POINTS

Timing will be done using an electronic detection system.

The whole route will be timed and will give rise to the final ranking. The three ascents previously mentioned will also be timed and give rise to the best climber classification.

Feeding stations are set up along the whole route and after the finish line for all the participants.

A real time limit to cross the finish line (from the crossing of the starting line) is defined by the Organiser according to the difficulties of the course, technical constraints, etc. and is fixed at eleven (11) hours. Any participant exceeding this real limit time, even if crossing the finish line, will be downgraded.

Once the end of race vehicle has passed by, participants must comply with the traffic regulations of the "Code de la Route" (French highway code).

## **1.8. TIMING**

All participants will be issued with an electronic chip when they pick up their race numbers (the chip is attached to the back of the frame numbers), which will be automatically initialised on the start line and will track the conformity of the race at each antenna along the Event's route and at the finish line. In order to allow the timing chip to function properly it must not be folded or bent. The frame plate must be attached to the front of the bike. participants who do not follow the route defined by the Organiser, who use human and/or material assistance, or who cross the finish line without their "chipped" frame plate will not be recorded as having finished.

The electronic detection system has been chosen according to strict reliability requirements. Despite tests conducted by the manufacturers, a very low percentage of cases of non-detection remains. Due to the lack of information resulting from this non-detection, the Organiser may be unable to show the official or real time for the participant concerned in the ranking. The Organiser cannot be held responsible for this.

#### 1.9. GENERAL SERVICES

Road safety is managed by the Gendarmerie Nationale and medical services are provided the Organiser's medical service provider and, if applicable, by an approved civil security association. They may decide to eliminate a participant for medical reasons. Under no circumstances will the Organiser be held liable by participants who have not finished their race, following a decision to eliminate that person taken by the general services.

# 1.10. ACCESS TO THE SITE AND SECURITY

It is strictly forbidden to bring any objects to the Event site that may be dangerous or illegal, in particular drugs, firearms, blunt weapons and explosives.

To access the site and take part in the Event, the participant recognises and expressly agrees that the Organiser may call upon security personnel who will be authorised to check both people as well as inspecting their personal belongings. Everyone who wishes to access the site must comply with this check. If they refuse to do so they will not be authorised to access the site.

The Organiser and the security staff may refuse access to the Event or prevent participants from taking part if their behaviour is likely to disturb the smooth running of the Event notably under the following, non-exhaustive circumstances: the use of any object which may hinder the race, the circulation and/or safety of other participants; the use of any distinctive promotion, in any form, of an opinion [political, philosophical or religious] likely to damage the image of the Event; abnormal, inappropriate or immoral behaviour of the participant, in particular if they appear to be under the influence of drugs or alcohol.

The Organiser will put a number of measures in place to ensure the route is safe: signage, motorcyclists with flags indicating dangerous areas, signs indicating sections requiring particular attention.

The participants must respect the safety instructions given by the Organiser's personnel along the whole route.

The safety measures will end at the finish line.

#### 1.11. WITHDRAWALS AND TIME LIMITS

If a participant wishes to withdraw for any reason other than injury, they should, if at all possible, do so at one of the recovery points set up by the Organiser. The participant should find the person in charge of the area, who will permanently invalidate his race number. Return transportation for participants and bikes will be available at each of these points.

In order to ensure the participants' safety and to allow the re-opening of roads to cars to be scheduled, it is essential that participants do not exceed the end Event time limits.

# Three measures will be put in place:

# Stationary measures: recovery points

The locations and times for the recovery points will be communicated to participants before the Event (newsletters, website, social networks) and when race numbers are collected.

Time limits at the recovery points will be identified, communicated to participants (via the Event's website, social networks and at the Village where race numbers will be) and put in place.

These time limits will correspond to the times after which it will no longer be possible to leave the indicated place (other than by following the alternative route under the terms set out below).

If participants do not leave the recovery points before the specified time, they will be eliminated from the race and will no longer feature in the Event's rankings. Return transportation for participants and bikes will be available at each of these points.

# - Stationary measures: diversion points

When possible, alternative routes will be offered to participants who have been eliminated but who do not want to use the recovery system organised. These itineraries, which are less challenging than the route of the Event, will not be closed to traffic nor secured by the Organiser. participants take these routes at their own risk.

Any participant deciding to take an alternative route will be detected by the timing system and will not feature in the final Event rankings.

Alternative routes and the times when they will be in operation will be communicated to participants before the Event (newsletters, website, social networks) and when race numbers are collected.

#### Mobile measures: end of race

The end of race operation, which will consist of at least one motorcycle, one car and one bus, will only take charge of participants who have fallen, experienced mechanical or physical failure and who are unable to reach the recovery points under their own steam.

Participants who use this mobile operation will be eliminated from the race. The medical service, consisting of doctors and first aiders, may decide to eliminate a participant for medical reasons.

#### 1.12. INSURANCE

**Cancellation insurance:** All participants in the Event can take out (i) a race number cancellation insurance when they register for the Event, as mentioned in Article 1.6 of this document, and (ii) A cancellation insurance related to the Travel Services.

The insurance contract is available on: https://www.letapedutourdefrance.com/en

**Civil liability insurance:** In accordance with current legislation, the Organiser has taken out insurance covering the financial consequences of its civil liability, that of its officials and that of all the participants in the Event. As for the civil liability of the participants themselves, the aforementioned insurance policy will only cover accidents caused by participants during the Event. This guarantee can apply in addition to or in lieu of other insurance policies that participants might take out. A copy of the insurance policy is available to all participants upon request.

Personal accident: All of the Event's participants, whether or not they have licences issued by a sports federation, may take out insurance when they register for the Event or, at the latest, when they collect their race numbers. This policy will pay out a sum in the event of physical injury (death or permanent disability) as a result of an accident which has occurred on the Event course. Compensation, according to the damages, will be paid if the insured person has an accident while participating in the Event.

THIS INSURANCE IS OPTIONAL BUT IS HIGHLY RECOMMENDED. It can be taken out in addition to or instead of any similar insurance cover and, in particular, any cover provided by a sports licence. The information notice and application form are available on the Event's website (https://www.letapedutourdefrance.com/en)

**Material damage:** The Organiser will not be held responsible for damage (theft, breakage, loss, etc.) to participants' personal belongings, even those left in its care. The participant, in their capacity as owner, expressly agrees that they remain responsible for their personal belongings throughout the Event. In particular, this refers to any damage to personal belongings while left in the left-luggage facilities which may be set up during the Event by the Organiser. participants may not, therefore, take action against the Organiser for any damage caused to their equipment. Taking out insurance against such risks is the responsibility of the participant.

#### 1.13. USE OF IMAGES

## 1.13.1. Participant's image:

The Event may be recorded for public communication purposes, in any form (notably through photos, videos, etc.), on any existing or future media, in any format, for any communication to the public around the world, for any use including advertising and commercial use. As such, each participant expressly grants the Organiser, its assignees and beneficiaries (notably its commercial partners) permission to record and reproduce, on any media and using any means, and subsequently to reproduce and represent, without remuneration of any kind, their name, voice, image and, more generally, their sporting activity within the context of the Event (hereinafter their "Image"), for a duration which may not exceed ten (10) years following the date of the Event. The participant expressly authorises the Organiser to concede to Event partners sub-licences for the use of the Image for commercial and advertising purposes.

The participant gives his express and irrevocable permission for the Organiser, its delegates and its successors (notably its commercial partners) in order to meet the requirements of advertising, promotional and/or commercial campaigns, to 1) apply any modifications, additions or deletions that it sees fit when using the participant's image in any of the circumstances defined above, and 2) associate and/or combine the participant's image with signatures, catchphrases, slogans, captions, brands, distinctive signs, legal notices, visuals and, in general, any element of any kind chosen by the Organiser to illustrate the means of communication in which the images are used.

The participant guarantees that they are not bound by an exclusive contract relating to the use of their Image.

The participants are informed and unconditionally agree that their participation in the Event involves the Organiser's official providers taking images of them. Images reproduced in photo and/or video format will be accessible on the *time to* site in the "My Account" area and for one year on the website of the Event under the heading "Results" and if applicable, on the website of A.S.O.'s photo or video service provider. In terms of the Event site, the participant agrees that they may be identified by any Internet user by their last name, first name and/or race number.

# 1.13.2. Event Images:

Any communication of still and/or moving images of the Event recorded by the participant during their participation in the Event must be restricted to personal use and may not, under any circumstances, be used for advertising and/or commercial purposes outside the Event.

## 1.14. PERSONAL DATA

Generally speaking, personal data communicated by the participants (hereinafter the "Data") are destined for approved staff of the Organiser, which is the data controller of such Data.

For information on the Organiser's data protection policies, the Organiser asks you to refer to the A.S.O.'s General Terms of Sale. As a participant in the Event, the Organiser also requests that you carefully read the following provisions:

At the end of the Event, the information on your sporting performance (notably your result, your photos and videos) will be published on the Event site and if applicable, on the website of A.S.O.'s photo or video service provider. Your results, alongside your full name and region may be picked up by any media outlet.

If you wish to oppose this publication for legitimate reasons, you must communicate this decision to the Organiser at <a href="letapedutour@aso.fr">letapedutour@aso.fr</a>, prior to the Event and no later than thirty (30) days before the Event so that appropriate measures can be taken.

# "Connected" App - Publication of Results.

By choosing to participate in the Event, participants recognise that their progress around the route will be accessible to anyone who has downloaded the Etape du Tour de France app as well being available as on the Event site, as timing chips will detect when you cross the timing mats.

You also accept that any user of the app or website may be able to follow you, by entering your last name and/or first name and/or race number.

<u>Data retention period:</u> Data is kept for three years from the end of the Event. At the end of this period, A.S.O. will proceed with their temporary archiving for the duration of the applicable legal order for this type of service. Their access will then be limited in a legal or judicial framework.

## **Health data**

The Organiser will not keep any health data, possibly requested by the Organiser, under the conditions set out in Article 1.3. of the Rules, in order to prove the participant's non-infection with the COVID-19 virus.

## 1.15. AERIAL FILMING

participants are informed that:

- on the day of the Event, remote controlled drones may be used for the purposes of media coverage:
- participants may find themselves throughout all or part of the Event, within 30 metres of these drones:
- If need be, safety instructions will be communicated to them which they must respect.

#### 1.16. RESPECT FOR THE ENVIRONMENT

In order to respect the environment and the natural surroundings in which the event takes place, it is strictly forbidden to leave litter (paper, plastic wrappers) on the route. Bins, and where appropriate sorting bins, will be provided at all feeding zones. Participants must make use of them when disposing of waste.

Participants must hold onto their litter and wrappers and wait until they reach the places set up by the Organiser to dispose of them.

Respect for the environment being one of the main concerns of the Organizer, you are informed that the Organizer will disqualify all participants throwing their waste out of the designated areas to do so.

If a participant is disqualified in two annuals of the Event, the Organizer reserves the right to sanction them by denying them access to the inscriptions of all subsequent annuals of the Event.

#### 1.17. RESPECTING STARTING AREAS

Starting Areas have been set up to regulate departures during the course. By placing all the participants according to their level of fitness, the Organiser will limit the number of riders who overtake others and considerably reduce the risk of bottlenecks on the approach to the first difficulties on the route.

According to your experience during the previous annuals of L'Étape du Tour de France and your sporting level, you will be allocated a starting area number by June 2022 : the lower your starting area number will be, the earlier you will start.

Here are the criteria used to allocate the various starting areas, ranked in descending order of importance:

- 1. The ranking according to the real time achieved on the 2019, 2018, 2017 annuals of the Etape du Tour;
- 2. If you hold FFC licence for the 2022 sporting season, your ranking at the FFC Classement cyclosport will also be considered when determining your initial allocation.
- 3. Your sporting objective on the 2022 Etape du Tour de France edition.
- 4. If you've taken part in a recognised cyclosportive event, we will also take this information and your result into account for your final allocation.

The Organiser has authorised all staff involved in the organisation (volunteers, ASO employees, etc.) present at the start site to respect the starting areas attributed to each participant. Any participant refusing to enter into the starting area (or a faster area, upon decision of the Organiser) attributed to them may be issued with a time penalty or may be disqualified.

# 1.18. MANDATORY, FORBIDDEN, RECOMMANDED, ALLOWED EQUIPMENT ON THE ROUTE

<u>OBLIGATION</u>: In order to ensure the safety and smooth running of the Event, all participants must arrive at the start equipped with the following mandatory equipment:

- a rigid helmet which must be worn throughout the entire Event,

a hydration system (water bottle or hydration pack).

<u>INTERDICTION</u>: To ensure the safety of participants, it is strictly forbidden to participate in the Event with the following:

- a bicycle equipped with any kind of extension (bar ends or triathlon bars);
- an electric bicycle or electrically assisted pedal cycle;
- a recumbent or prone bicycle;
- a bicycle which is not officially recognized by the F.F.C.

Therefore bicycles, scooters, skateboards, roller skates, self-balancing transporters, etc., wheeled and / or motorised vehicles, in particular personal following cars, are strictly forbidden on the route.

<u>RECOMMENDATION:</u> To prevent all technical failures, it is recommended to leave with a repair kit with 2 inner tubes.

## 1.19. ANTI-DOPING TESTS

The Event is a race organised under the authority of the FFC. As such, anti-doping controls may take place during the Event. participants in the Event undertake to strictly respect the ban on doping as well as the provisions concerning anti-doping tests, arising from the laws and regulations in force, in particular Articles L.230-1 et seq. of the French "Code du Sport" (Sports Code).

Any refusal to take part in an approved control or any positive control will be subject to disciplinary proceedings before the federation of which the participant is a licence holder, or before the *Agence Française de Lutte contre le Dopage*, if the participant is not a federation licence holder.

# 1.20. MODIFICATION -POSTPONEMENT- CANCELLATION

If the circumstances so require, the Organiser reserves the right to modify at any time the route, the position of feeding stations and timing points, to delay the event and/or times of the Event, to stop the Event once it is under way, to cancel the Event or to impose a back-up route.

## 1.20.1. Cancelation/ postponement of the Event due to COVID-19

If the Event has to be cancelled and/or postponed by the Organiser, for any reason related to the COVID-19 health crisis, the Organiser will propose you the reimbursement of the sums paid for your registration to Event and, if applicable, for the purchased options, less the sums corresponding to the purchased options, which you could benefit from regardless of the holding of the Event.

# 1.20.2. Cancelation/postponement of the Event for any reason other than COVID-19

If the Event has to be cancelled due to a reason beyond the Organiser's control, other than a reason related to the COVID-19 health crisis, the Organiser may propose offering compensation such as replacing the race by another Event organised by the Organiser, postponing the Event or reimbursing the cost of the race number, excluding all the participant's other expenses.

#### 1.21. ADDITIONAL RACES AND RELATED EVENTS

participants or, where appropriate, anyone who is legally responsible for the participant, may be offered to participate through the *time to* site:

- in races in addition to the Event, i.e. any races organised or suggested by the Organiser alongside the Event in a festive atmosphere, taking place in the three (3) days prior to the Event or on the day of the Event (hereinafter, **Additional Races**),
- In events relating to the Event, i.e. any events organised by the Organiser with a view to the physical and mental preparation for the Event (e.g. conferences on the Event and preparing for it, physical tests, training sessions) (hereinafter, **Related Events**).

participants in the Additional Races and Related Events recognise and accept that the provisions of Articles 1.13, 1.14, 1.19 and 1.17 (if the event takes place on a closed circuit) of these Rules apply to the Additional Races and Related Events. When reading these provisions, the term 'Event' should therefore be replaced by 'Additional Race' or 'Related Event'.

participants are informed that A.S.O. is not the actual organiser of all Additional Races and Related Events offered on *time to*.

Article 1.10 of these Rules applies to all Additional Races and Related Events for which A.S.O. is the organiser.

For any damages incurred during Additional Races or Related Events which A.S.O. has not organised, it may not be held liable under any circumstances.

<u>List of the Additional Races</u>: Warm Up, option proposed during your inscription to the Event\* \* = Races or Events organised by A.S.O.



## 2. A.S.O.'S GENERAL TERMS OF SALE

If you have ordered a paid for or free L'Etape du Tour de France product or service from the Organiser via *time to* (its website, mobile site or app), other than the Travel Service, then these General Terms of Sale are applicable to you and constitute the sales contract that binds you to the Organiser.

In addition, if you are participating in the Event as a rider, the Rules also apply to you.

#### 2.1. FIELD OF APPLICATION

These General Terms of Sale are not applicable to the goods and services that you have acquired, by any means whatsoever, from third parties, whether these third parties be appointed or licensed by the Organiser or not. The products and services covered by these General Terms of Sale are only those provided directly by the Organiser and ordered via *time to*. It is therefore expressly reminded that the Travel Services do not enter in the scope of the present A.S.O.'s General Terms of Sale.

#### 2.2. PRICES

Offers of products and services are valid as long as they are visible on the www.timeto.com site. The prices displayed exclude postage and packaging costs and any other specific services that you may have signed up for.

The price of the race numbers are given in the Rules. The Organiser reserves the right to organise special offers outside the price brackets, establishing special rates for a given period.

The prices of products and services is given in euros, including all taxes, at the rate applicable on the day of the order. The prices do not include postage costs, gift wrapping, any special offers and personal reductions ("promotional codes") given before the final approval of the order.

The prices consider French VAT applicable on the day of the order and any changes in the legal VAT rate will automatically be reflected in the product prices displayed on *time to*. However, prices cannot be modified once the user's order has been placed.

Orders destined for countries outside the European Union are not subject to French VAT. The prices displayed on *time to* for these orders, therefore, do not include tax. However, customs duties or other local taxes or import duties or State taxes may be payable. These duties and sums are not the responsibility of the Organiser and are payable by you. They are your entire responsibility, both in terms of making the declarations as well as any payments to the relevant authorities and/or bodies in the country of delivery. The Organiser recommends you contact the customs services for more information.

## 2.3. AVAILABILITY

The availability of products and services is usually guaranteed. In the event that, after your order has been place, a product or service becomes totally or partially unavailable, the Organiser will

inform you as soon as possible of this lack of availability and will give you the possibility either to have another product or service delivered which is of equivalent quality and price, or be refunded the price of the service ordered within thirty (30) days following the request for a refund.

## 2.4. CONDITIONS FOR PLACING AN ORDER

It is possible to place an order exclusively on *time to*:

- on line on the site <u>www.timeto.com</u>
- On line via the *time to* app.

No order sent by email or by post will be processed by the Organiser.

When you place your order on *time to*, you must create a *time to* account and, as such, you must accept the *time to* Terms of Use and Confidentiality Policy.

You can confirm your order after having selected the products to be added to your basket. Before confirming the order, you should check the contents of your basket (reference numbers and quantity of products and services) before confirming and accepting these General Terms of Sale and the Rules.

The Organiser will confirm receipt of your order by sending you an order confirmation email including an order summary and your payment receipt.

#### 2.5. PAYMENT METHODS

Other than in exceptional circumstances, only on-line payments by bank card using the *time to* registration form are authorised.

Online payments to *time to* are made via a secure payment platform, which has specific control measures in order to guarantee the security of purchases made on *time to* and to combat fraud.

The details of your bank card you provide when you place your order will never be communicated unencrypted on the internet network: they are encrypted using an SSL security protocol.

# 2.6. SENDING AND DELIVERY OF PRODUCTS AND SERVICES

With the exception of Event race numbers which must be collected in line with the terms defined in these Rules, products and services offered may be delivered according to price conditions given at the time of your order.

#### 2.7. RIGHT TO CANCEL

## **2.7.1.** Purchase of leisure services or personalised products

The term 'leisure services' refers to purchasing race numbers, catering tickets, etc.

You have no right to cancel the purchase of leisure services which must be provided on a date or according to a specific time period, in line with legal provisions set out in Article L.121-20-4 of the French Consumer Code as follows:

"The provisions of Articles L. 121-18, L. 121-19, L. 121-20 and L. 121-20-1 are not applicable to contracts whose subject is:

[...]

2. The provision of accommodation, transport, catering or leisure services which must be provided on a given date or time period.

The provisions of Articles L.121-18 and L.121-19 are however, applicable to contracts concluded electronically when they refer to the provision of services mentioned in 2."

The same holds for personalised products such as printed T-shirts, engraved medals or personalised prints, under application of the provisions of Article L.221-28 of the French Consumer Code.

## **2.7.2.** Purchase of non-personalised merchandising products and other articles

In line with the legal provisions in force, you have, for non-personalised merchandising, a period of thirty (30) days from receiving or collecting the merchandising product sold by the Organiser to cancel your order. You may exercise the right to cancel without having to justify your reasons nor having to pay any penalty and request the Organiser to refund the product ordered. This right does not apply to personalised items or articles produced on demand (such as personalised printed T-shirts, engraved medals, photo or video packs).

You can exercise your right to cancel by contacting the customer services department of A.S.O. at <a href="mailto:letapedutour@aso.fr">letapedutour@aso.fr</a> which will inform you of the procedures to follow. You can also send a request by post to Customer Services at A.S.O.'s address.

Your request to cancel must reach A.S.O. no later than fourteen (14) days after collection or receipt of the order. You then have a further fourteen (14) days to send back the product(s) concerned by the return to the following address:

Amaury Sport Organisation (A.S.O.) Customer Services – EGP, 40-42 Quai du Point du Jour 92100 Boulogne-Billancourt FRANCE

## Sample form to exercise your right of withdrawal

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

To the attention of Amaury Sport Organisation

Postal address: Amaury Sport Organisation – l'Etape du Tour de France

Service Clients – Droit de rétractation,

40 quai du point du Jour, 92100 Boulogne-Billancourt

France

Fmail address ·	letapedutour@aso.f	r
EIIIaii auuress .	ietabeuutuui (wasu.i	

I hereby notify you of my withdrawal from the contract for the sale of the goods (*) / fo provision of services (*) as follows :	r the
Ordered on the (*)/received on the (*):	

Customer postal address :	
Customer signature :	
Date :	
(*) Delete as appropriate	

# Refund in the event of cancellation

Customer name .

In the event that you exercise your right to cancel and obtain a refund within the time periods mentioned above, only the price of the product(s) bought and postage costs will be refunded. The price of returning the goods is at your own cost. The products must be returned intact, in perfect resale condition and in their original packaging. Articles which are returned incomplete, damaged, or soiled by the user/consumer will not be accepted or refunded. You must include a copy of your receipt with your return.

If you exercise your right to cancel, the Organiser will proceed to refund the amounts paid (including delivery costs) no later than fourteen (14) days after the date on which A.S.O. is informed of the decision by the user/consumer to cancel. The date of refund may be delayed until the products are returned or until you have provided proof of the products being sent, the date of the first of these being the date used.

The refund will be made using the same payment method that was used for the order.

The Organiser is not bound to refund additional costs if you specifically chose a delivery method which is more expensive than the standard delivery on offer.

In the event of abnormal or abusive returns, the Organiser reserves the right to refuse any later orders.

In terms of products and services bought from third parties through the Organiser, you should refer to the General Terms of Sale of the third party. The Organiser cannot be held liable in this regard.

# 2.8. PRODUCT CONFORMITY AND LEGAL GUARANTEE

For products that you have bought from the Organiser and via *time to*, the Organiser is liable for defects in the conformity of the product, covered by the contract, under the terms of Article L.221-4 and following of the French Consumer Code and any hidden defects of the item sold under the terms set out in Articles 1641 and following of the French Civil Code. In terms of the warranty against hidden defects, you may decide to implement this warranty in the sense of Article 1641 of the French Civil Code.

Please note: For products bought from third parties, such as the photo pack, you must contact the seller in question to exercise your rights. The Organiser cannot act as a substitute for the vendor.

## 2.9. RESPONSABILITY - FORCE MAJEURE

The Organiser agrees to describe the services and products offered on the *time to* site as accurately as possible. However, the Organiser's may not be held liable in the event that it is unable to implement its obligations due to an unpredictable and insurmountable event act by a third party to the contract or in the event of force majeure as defined by Article 1218 of the French Civil Code and by French jurisprudence. Similarly, the Organiser may not be held liable for any inconvenience or damage inherent in the use of the internet, particularly due to a lack of service, external intrusion or the presence of computer viruses.

#### 2.10. PERSONAL DATA

By ordering a product or services relating to the Event from the Organiser, you will be required to provide certain information, particularly during your registration for the Event, in addition to the information you have communicated to *time to*. Some of this information may enable you to be identified, directly or indirectly, and may be considered as personal data in the sense of the applicable data protection regulation.

Generally speaking, personal data which are communicated are destined for the Organiser's approved staff, who are responsible for processing this information, and for any sub-contractors.

The Organiser collects this information for specific purposes, in line with the applicable legal provisions and with your consent, notably for the purposes of:

- Enabling the creation, management and access to your account;
- Providing the information and services requested and, notably, to enable you to register for Events proposed on time to, and to enable the sale of products and services on time to;
- Enabling the processing, monitoring and management of your registration for Events;
- Proposing personalised services regarding the information provided on your profile, and particularly advice and training programmes;
- Facilitating debt collection and combating fraud;
- Enabling the management, modification and improvement of the Organiser's products and services;
- Sending emails or publishing messages in order to provide you with useful information such as confirmation of your order, updates, newsletters on the Organiser's activities.
- Sending emails or text messages to provide you with information, announcements, or updates relating to the Event for which you have registered.
- Collecting information, particularly through surveys, polls, or questionnaires that the Organiser sends you.
- Ensuring compliance with applicable legal and regulatory provisions, notably in terms of medical contra-indications against participation by a participant in the Event;
- Sending emails or text messages to inform you of other events that might be of interest, in light of the information provided on your profile;
- Enabling the management, modification and improvement of the Organiser's services;
- Sending emails or text messages to communicate special offers, adverts or other commercial communications from partners of our Event.
- Enabling participants to communicate amongst themselves.
- Ensure the health security of participants by simply consulting a document attesting to the participant's non-infection with COVID-19. For any other purposes specified when your data are collected.
- Organising lotteries and competitions and allowing you to register and take part in them.
- Informing you of your results, sending you your certificates;
- For any other purposes specified when your data are collected.

# **Data sharing**

The Organiser may share your data with third parties.

The Organiser may divulge data to its subsidiaries and affiliates, and in this case, their use is subject to the present terms.

If you have ordered products or services from our partners through the Organiser, the Organiser may share your data with these partners in order to meet your request. These third parties may send you communications, correspondence and emails.

If you have agreed, when ordering a product or service relating to the Event, to receive communications from Event Partners, they may send you communications, correspondence and emails.

Finally, the Organiser may share data that you have provided to us with our suppliers, service providers, sub-contractors or agents responsible for certain tasks on the Organiser's behalf. For example, these providers may include the timekeeper, the race number manufacturer, and the company responsible for medical assistance. These partners have agreed to maintain the confidentiality, security and integrity of the Data.

The Data are hosted outside the European Union, in the United States.

You may receive telephone calls and/or letters, emails or text messages regarding special offers from commercial partners of the Organiser, to whom the Data may be communicated and sold for commercial purposes, on the condition that you have checked the box to this effect when you order on *time to*. In any case, participants may oppose this in your "My Account" area or according to the terms set out below.

Pursuant to the Law of 6 January 1978 on Data Protection and Freedom of Information, you have the right to query, access, rectify and oppose for legitimate reasons all the Data which concerns you as well as the right to oppose commercial marketing from the Organiser and/or its commercial partners. You also have the right to create specific or general directives about the retention, removal and communication of your Data after your death.

You can exercise all these rights by filling the form available on : <a href="https://www.timeto.com/en-gB/gestion-des-demandes">https://www.timeto.com/en-gB/gestion-des-demandes</a> or by sending an email to : <a href="mailto:dpoaso@aso.fr">dpoaso@aso.fr</a>, or by post, accompanied by a copy of the signed identity document, addressed to:

Amaury Sport Organisation (A.S.O) DPO – L'Étape du Tour de France 40-42 Quai du Point du Jour 92100 Boulogne-Billancourt FRANCE

Your requests will be taken be considered as soon as possible. You may be asked to prove your identity.

Commercial communications – the right of opposition

If you are concerned by telephone marketing, you may also oppose the use of your telephone number by registering for free on the website www.bloctel.fr.

If you are concerned about email prospection, you can also change or unsubscribe from newsletters by going directly to your "My Account" area on the site <a href="https://www.timeto.com/">https://www.timeto.com/</a> and clicking on the link "My Newsletters".

If you are concerned by SMS marketing you can also unsubscribe by (i) sending "STOP SMS" to 36007 or (ii) going directly to your "My Account" area and by clicking on "My Newsletters".

#### ORGANISER'S CONTACT DETAILS – LEGAL INFORMATION

The Organiser and publisher of the site <a href="http://www.letapedutour.com">http://www.letapedutour.com</a> is Amaury Sport Organisation (A.S.O.), a French *Société Anonyme* with a share capital of €61,200,240, registered at the RCS de Nanterre under number 383 160 348, and whose headquarters are located in Boulogne-Billancourt (92100) France, 40-42 Quai du Point du Jour, represented by its Managing Director, Yann le Moënner.

Director of the publication: Yann Le Moënner

Tel. no.: + 33 (0) 1 41 33 14 00

The website <a href="http://www.letapedutour.com">http://www.letapedutour.com</a> is hosted by Worldline, whose headquarters are located in Bezons (95870), River Ouest, 80 Quai Voltaire.

Tel. no.: +33 (0) 1 34 34 95 95

<u>Data retention period</u>: Data is kept for three years from the end of the Event. At the end of this period, A.S.O. will proceed with temporary archiving for the longest period of legal prescription applicable for this type of service. Their access will then be strictly limited to use in a legal or judicial framework.

## 2.11. DISPUTES, MEDIATION AND APPLICABLE LAW

Any other claim occurring as a result of the Event, must be made in writing, in French or in English, mentioning the last name of the participant, his first name and his race number, must be sent to the Organiser's headquarters by email to the following address: <a href="mailto:letapedutour@aso.fr">letapedutour@aso.fr</a> or by post to the following address:

Amaury Sport Organisation (A.S.O.) L'Étape du Tour de France 40-42 Quai du Point du Jour 92100 Boulogne-Billancourt FRANCE

You may also contact the consumer affairs mediator. The consumer affairs mediator chosen by The Organiser is the Centre de Médiation et d'Arbitrage de Paris (CMAP – Service Médiation de la Consommation, 39 Avenue Franklin D. Roosevelt – 75008 Paris, France). You may also contact the competent Public Consumer Affairs Ombudsman, where one exists.

To contact a Consumer Affairs Ombudsman, the participant should first send a registered letter with proof of receipt to the Organiser at the address given above.

If the participant does not receive a response or is not satisfied with the response from A.S.O. within two (2) months, they may, before turning to a competent court and within one year of first notifying

the Organiser, use the free consumer disputes mediation service for the Event by contacting the CMAP either via the contact details provided below or via its website (http://www.cmap.fr/offre/un-consommateur/) or may contact the relevant public consumer affairs mediator.

The present General Terms of Sale have been drawn up in French which is considered as the official language. They are subject to French law. Any difficulties relating to the Event which cannot be resolved by amicable agreement between the Organiser and the participant fall within the exclusive jurisdiction of the competent civil courts.

## III. V.S.O.'S GENERAL TERMS OF SALE

If you have ordered, for a fee or free of charge, a Travel Service, where appropriate, included in a Tourism Package from V.S.O. via *time to* (its website, mobile site or application) within the meaning of Article 3.1. below, the subscription of these Travel Services, where applicable, included in this Tourist Package is subject to V.S.O. General Terms and Conditions of Sale (III.), which constitutes the sales contract which binds you to V.S.O..

It is stated that V.S.O. only acts as an intermediary for the sale of hosting services included in the packages, but is not the organiser and/or the producer.

These General Conditions of Sale of V.S.O. are not applicable to the goods and services that you may have acquired directly, in any way whatsoever, from a third party, whether this third party is mandated - licensed or not by V.S.O..

The services concerned by these Terms and Conditions Sale of V.S.O. are only the Travel Services or Tourist Package, within the meaning of Article 3.1. below, ordered via *time to*.

#### 3.1. Definitions

A **Tourism Package** is the combination of two or more different types of Travel Services for the same trip, exceeding twenty-four hours or including one night.

A **Travel Service** consists of the transportation service (1), accommodation service (2), rental of private car service (3) and any other tourist service which is not an integral part of a Travel Service as defined in 1; 2 or 3, such as the participation in the Event by purchasing a race number (4).

Combinations of Travel Services in which only one of the types of Travel Services mentioned in (1), (2), or (3) (of the Travel Service definition) is combined with one or more of the Travel Services mentioned in (4) of this same definition do not constitute a Tourist Package if these services do not represent a significant part of the value of the combination, or do not in any way constitute such a characteristic.

For example, even if you purchased products / services as part of a package that includes certain Travel Services, the following products / services will not be qualified as a Travel Service and / or will not be included in the Tourism Package: Bottle, photos or video of the Event, byproducts, transportation service only on the day of the event, etc.

General Conditions of Sale of A.S.O. are therefore applicable to this type of products / services. It is stated that V.S.O. only acts as an intermediary for the sale of these Tourism Services but is not their organizer and / or their producer.

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company V.S.O./companies V.S.O. will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, company V.S.O./companies V.S.O. has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

Following the hyperlink the traveller will receive the following information:

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. V.S.O. has taken out insolvency protection with société APST - 15 AVENUE CARNOT, 75017 PARIS, France. Travellers may contact this entity if services are denied because of V.S.O.'s insolvency.

## 3.2. YOUR TOURISM PACKAGE RESERVATION V.S.O

All Tourism Packages presented are subject to limited availability.

When presenting a tourism Package on *time to*, V.S.O. does not guarantee that it will always be available.

Your irrevocable offer to buy the said Tourism Package is referred to as a "reservation".

If the Tourism Package is available, the acceptance of your Offer by V.S.O. is materialized by your receipt of the confirmation of your order.

If there are inconsistencies in the confirmation of your order that you have received after making your reservation, please inform V.S.O..

V.S.O. strongly recommend that you take out insurance for all Tourist Packages, especially as situations may arise where neither V.S.O. nor the relevant service provider of the Travel Service would be responsible.

#### 3.3. PRICE AND RESERVATION OF TOURISM PACKAGES

## 3.3.1. Travel price

Travel Services are valid as long as they are visible on the www.timeto.com website. The prices displayed exclude postage and packaging costs and any other specific services that you may have signed up for.

The price of the Travel Services are given in the Rules. The Organiser reserves the right to organise special offers outside the price brackets, establishing special rates for a given period.

The prices of products and services is given in euros, including all taxes, at the rate applicable on the day of the order. The prices do not include postage costs, gift wrapping, any special offers and personal reductions ("promotional codes") given before the final approval of the order.

The prices consider French VAT applicable on the day of the order and any changes in the legal VAT rate will automatically be reflected in the product prices displayed on *time to*. However, prices cannot be modified once the user's order has been placed.

Orders destined for countries outside the European Union are not subject to French VAT. The prices displayed on *time to* for these orders, therefore, do not include tax. However, customs duties or other local taxes or import duties or State taxes may be payable. These duties and sums are not the responsibility of the Organiser and are payable by you. They are your entire responsibility, both in terms of making the declarations as well as any payments to the relevant authorities and/or bodies in the country of delivery. The Organiser recommends you contact the customs services for more information.

# 3.3.2. Terms of placing orders

The Order of Travel Service on time to is only possible if you buy a bib to participate in the Event.

It is possible to order exclusively from *time to*:

- online at www.timeto.com
- online via the application time to.

No order sent by e-mail or postal mail can be taken into account by V.S.O ..

When placing your order on *time to*, you must create a *time to* account and because of this, you must accept the Terms of Use and the Privacy Policy of *time to*.

You must confirm your order after selecting the Tourism Package added to your cart. You must check the contents of your cart (identification and quantity of the Tourism Package) before confirming your order and accept the V.S.O. General Conditions of Sale, the General Conditions of Sale of the Organizer and the Rules.

V.S.O. will acknowledge receipt of your order by sending you a order confirmation e-mail containing the summary of your order and your payment receipt, associated with the order confirmation products / services sold by A.S.O., coupled to an SSL security protocol.

# 3.3.3. Credit card payments

- V.S.O. reserves the right to charge you additional costs that V.S.O., or the service provider of the Travel Services, can support if you pay by credit card.
- V.S.O. will inform you of the applicable costs. If chargeback fees are incurred when payment is made by credit card and you are responsible for it, V.S.O. reserves the right to pass on these costs.
- V.S.O. also reserves the right to perform occasional security checks to prevent misuse of your account and credit card fraud. Therefore, you may be required to send a proof of address and a copy of your credit card or bank statement to V.S.O. by fax or e-mail. If you do not answer this request in time, V.S.O. reserves the right to cancel Travel Services that you have reserved. If you pay with another person's credit card, you must obtain the written proof of the consent of the cardholder and send it to V.S.O..

# 3.4. RETRACTATION BY THE PASSENGER

If you wish to resolve the Tourism Package contract, you can do so at any time before the start of the Travel Services execution.

However, it is not possible to make partial cancellations, ie cancellations involving only certain Travel Service(s).

When informing V.S.O. of your wish to resolve the Tourism Package contract, you must indicate your reservation number. The date of cancellation is determined when V.S.O. receives notification of the withdrawal solely by registered letter with acknowledgment of receipt.

3.4.1. If you decide to resolve the contract, V.S.O. will ask you to pay appropriate and justifiable resolution fees, according to the French Tourism Code.

The method of calculating the amount of the resolution costs, chosen by VSO, is the one based on the actual costs ie the price payed by the participant minus (if applicable) the cost savings and the realized revenues due to the provision of the services of travel.

At the request of the participant, V.S.O. justifies the amount of the resolution fees.

3.4.2. You have the right to terminate the Travel Service contract before the start of Travel Service execution without paying a resolution fee if exceptional and unavoidable circumstances, occurring at or near the place of execution of the said Services, have a significant impact on the performance of the contract or on the transportation of passengers to that place. In this case, you have the right to be full refunded of payments made, without the possibility of additional compensation.

WE ADVISE YOU TO SUBSCRIBE AN INSURANCE POLICY TO COVER YOU IF CIRCUMSTANCES REQUIRING YOU TO MODIFY OR VOID YOUR TRIP OCCUR.

# 3.5. CHANGES TO RESERVATIONS

## 3.5.1. By V.S.O. and/or the Travel Service Provider

V.S.O. / Travel Service provider have the right to make changes to the Travel Services included in the Tourism Package, if such changes become necessary after the conclusion of the contract, if these changes are made in good faith and do not have a negative effect on the trip as a whole. You will be informed of these changes as soon as V.S.O. knows about it.

In the event of a significant change in any of the essential aspects of a Travel Service, you have the right to accept the change, to withdraw from the Tourism Package free of charge or to accept another travel proposal from V.S.O., if proposed by A.S.O., within a reasonable time specified by V.S.O. when you are been informed of the change.

If you do not answer to V.S.O. or do not answer within the specified time, it will be considered that you have accepted the change.

If you do not accept the other Travel Service proposed by V.S.O. and you want to withdraw from the Contract, V.S.O. and / or the Travel Supplier shall refund all payments made by you or on your behalf as soon as possible and no later than fourteen days after the termination of the contract, without prejudice to compensation pursuant to Article L. 211 -17 of the Tourism Code.

# 3.5.2. By the Participant

You do not have the right to change the date of travel, destination, place of departure, accommodation or mode of transportation once the contract has been concluded.

However, if a reservation is modified at your request, you will have to bear the additional costs. These additional costs may vary depending on the circumstances in each individual case and depend on the type of change you wish to make to the booking.

# 3.6. ANNULATION

# 3.6.1. By V.S.O. and/or the Travel Service Provider

The Organiser's may not be held liable in the event that it is unable to implement its obligations due to an unpredictable and insurmountable event act by a third party to the contract or in the event of force majeure as defined by Article 1218 of the French Civil Code and by French jurisprudence.

## 3.6.2. By the Participant

If you choose not to use the services that V.S.O. was able to provide for reasons which you are responsible for, you do not have the right to claim a partial refund of the price of the Travel Services.

## 3.7. TRANSFER OF CONTRACT

If you wish to transfer the Tourism Package contract, you must inform V.S.O. by registered letter with acknowledgment of receipt no later than 7 days before the start of the Travel Service execution, indicating precisely the name(s) and address of the assignee(s) participating in the trip and justifying that they fulfil the same conditions as you to take the trip.

The exact amount of the costs borne by V.S.O. will be due by the assignor within a period of five (5) days from the notification by V.S.O. the assignment of the contract.

The corresponding supporting documents may be presented upon express request, as well as processing fees.

The assignor and the assignee shall be jointly and severally liable for the payment of any balance of the price and any additional costs occasioned by such assignment. If applicable, the insurance subscribed is in no way refundable or transferable.

## 3.8. YOUR OBLIGATIONS TO COLLABORATE

#### **Obligations**

By using Travel Services or Tourism Package, you must not behave in a way that negatively affects other people, endangers people or harms them. If not, you might have the contract you've concluded with V.S.O. or the Travel Service Provider be terminated immediately, without compensation, and be prevented from using the corresponding Travel Service, with immediate effect.

# **Travel documents**

You must inform V.S.O. if you have not received on time the necessary travel documents (such as boarding pass or hotel card).

# Notice of defects / request for help

If defects are noticed in the provision of Travel Services or Tourism Package, then you must immediately report the defect to V.S.O..

If V.S.O. could not provide assistance because of your deliberate will not to inform V.S.O. of the defect, you are not justified in making a claim.

#### 3.9. PASSPORT, VISA AND HEALTH OBLIGATIONS

V.S.O. inform passengers of general passport, visa and health requirements.

It is your responsibility to obtain and carry the travel documents required by the authorities concerned. If you do not comply with these regulations, you will suffer the consequences, including by paying a cancellation fee. This is not the case if you have not been informed, if you have not been sufficiently informed or if you have been incorrectly informed by V.S.O.

#### 3.10. INFORMATION

Questions about your reservation

If you have any questions regarding your reservation regarding Travel Services, please contact V.S.O. to the email address letapedutour@aso.fr

# 3.11. LITIGATION, MEDIATION AND APPLICABLE LAW

Any claim arising from the Event must be made in writing, in French or in English, mentioning the name, first name of the participant and his race number, addressed to the headquarters of V.S.O. by email to the following address: marathonparis@aso.fr or by postal mail to the following address:

Voyages Sport Organisation (V.S.O) L'Étape du Tour de France 40-42 Quai du Point du Jour 92100 Boulogne-Billancourt, FRANCE

You may also contact the consumer affairs mediator. The consumer affairs mediator chosen by V.S.O. is the Meditation and Arbitration Centre of Paris (CMAP - Consumer Mediation Service, 39 avenue Franklin D. Roosevelt - 75008 Paris). You can also enter the competent sectoral consumer mediator when there is one.

To contact a Consumer Affairs Mediator, the participant shall first contact V.S.O. by sending a registered letter with acknowledgment of receipt to the address mentioned above.

If the participant does not receive a response within two (2) months, the participant may, before turning to a competent court and within one (1) year following the date of dispatch of the first notification to V.S.O., make free use of the mediation service for consumer disputes related to the Event by contacting the CMAP at the contact information indicated above or on its website (http://www.cmap.fr/offre/un -consumer /) or may contact the relevant public consumer affairs mediator.

The present General Terms of Sale have been drawn up in French which will be regarded, in all circumstances, as the official language. They shall for all purposes be governed by French law. Any difficulty relating to the Event that could not have been resolved by amicable settlement between V.S.O. and the participant falls under the exclusive jurisdiction of the competent civil courts.

## 3.12. PERSONAL DATA

By ordering a Tourism Service from V.S.O., you will be required to provide a certain amount of data and information, especially when registering for the Event, in order to complete the data, you have communicated to *time to*. Some of these data enable to identify you, directly or indirectly, and may be considered as personal data within the meaning of the regulations applicable to the protection of personal data.

In general, the personal Data communicated are intended for V.S.O.'s authorised staff, who are responsible for processing these Data and its possible subcontractors.

V.S.O. collects these Data, for specific purposes, in accordance with the applicable legal provisions and with your consent, and in particular for the purposes of:

- Ensuring the performance of the ordered Tourism Services;
- Allowing the processing, the follow-up and the management of your Tourism Service order;
- Facilitating recovery and fight against fraud;
- Sending e-mails or post messages to provide you with any useful information such as the confirmation of your order and its updates;
- Sending emails or SMS, to communicate promotional offers, advertisements or other commercial communications from partners of the Event.
- Sending e-mails or SMS to provide you with information, announcements and updates relating to the Tourism Service you have ordered;
- Allowing any other purpose specified during the collection of Data.

## **Data Sharing**

V.S.O. may share Data about you with third parties.

V.S.O. may share the Data you submit to its suppliers, service providers, subcontractors or agents performing certain tasks on behalf of V.S.O. For example, these service providers may be the hotelkeeper, the transport provider, the provider of the tourist visit. These partners have agreed to maintain the confidentiality, security and integrity of the Data.

The Data is hosted outside the European Union, in the United States.

Pursuant to the law of 6 January 1978 on Information Technology Data Files and Civil Liberties, you have the right to query, access, rectify and oppose for legitimate reasons all Data which concerns you as well as the right to oppose commercial marketing from V.S.O. and / or its commercial partners. You also have the right to create specific or general guidelines regarding the storage, removal and communication of your Data after your death.

You can exercise all these rights by sending an e-mail to the address <u>informatique-et-dpoaso@aso.fr</u> or by postal mail accompanied by a copy of a signed identity document, addressed to:

Voyages Sport Organisation (V.S.O) DPO – L'Étape du Tour de France 40-42 Quai du Point du Jour 92100 Boulogne-Billancourt FRANCE

Your requests will be treated as soon as practicable. A proof of your identity may be required.

# <u>Commercial Communications - Right of Opposition</u>

If you are affected by telephone prospection, you may also oppose the use of your telephone number by registering for free on the site www.bloctel.fr.

If you are affected by e-mail prospection, you can also change or unsubscribe newsletters by going directly to your "My Account" area on the site https://www.timeto.com/ by clicking on the link "My newsletters".

If you are affected by SMS prospecting, you can also unsubscribe (i) by sending "STOP SMS" to 36007 or (ii) by going directly to your "My Account" area by clicking on the "My Account" link. newsletters ».

## V.S.O.'s CONTACT INFORMATION - LEGAL NOTICE

Voyages Sport Organisation (V.S.O.), Groupement d'Intérêt Public registered with the RCS of Nanterre under the number 409 758 448, whose registered office is at Boulogne-Billancourt (92100) France, 40-42 Quai du Point du Jour, represented by Mr Yann the Moënner.

<u>Data retention period</u>: Data is kept for three years from the end of the Event. At the end of this period, A.S.O. will temporary archive the Data for the longest duration of the limitation period, being applicable to this type of service. Access to this Data will then be strictly limited to its use in a legal or judicial framework.