

# SPORTS RULES AND GENERAL TERMS OF SALE L'ETAPE DU TOUR DE FRANCE 2025 EDITION

# Version updated on October 28th, 2024

#### **PREFACE**

The 33<sup>rd</sup> edition of L'Etape du Tour de France (hereinafter the **Event**) is organised on July 20<sup>th</sup>, 2025 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 Cedex (92650), Bâtiment Quai Ouest, 40-42 quai du point du jour, CS 90302, France (hereinafter **A.S.O.** or the **Organiser**).

Voyages Sport Organisation (V.S.O.), a Groupement d'Intérêt Economique registered at the RCS de Nanterre under number C 409 758 448, and whose headquarters are located in Boulogne Billancourt Cedex (92650), Bâtiment Quai Ouest, 40-42 quai du point du jour, CS 90302, France, is the subsidiary of the Organiser. It is a travel operator and it sells Travel Services, as offered to participants in the Event as part of their registration (hereinafter **V.S.O.**).

# The "present document" describes:

- (i) the sports rules of the Event (hereinafter the Rules),
- (ii) the general terms of sale applicable to the purchase of a bib and any product/service relating to the Event via *time to* website (hereinafter **A.S.O.'s General Terms of Sale**),
- (iii) the general terms of sale applicable in case of subscription of an option "shuttle", included in a package (hereinafter the **Travel Service**) placed with V.S.O. via the registration platform *time to* (hereinafter **V.S.O.'s General Terms of Sale**).

The terms "you", "your" and "yours" refer to you, the participant or consumer and/or his legal representative where applicable, particularly if the participant or consumer is a minor in his country of residence.

Your registration for the Event implies your express and unconditional agreement of the present document.

The Organiser may revise and update the present document at any time; please consult it regularly. Any change will be effective immediately upon notification by any means, including publication of a revised version of the present document on the Event website <a href="https://www.letapedutourdefrance.com/en/">https://www.letapedutourdefrance.com/en/</a>. In the event of a significant change, the Organiser will endeavour to inform you by e-mail to the address provided on time to.

# N.B.! Role of time to:

The present document supplements the Terms of Use of the online registration platform known as *time to* (hereinafter *Time To*), accessible at <a href="https://www.timeto.com/en-GB/terms-of-use">https://www.timeto.com/en-GB/terms-of-use</a>.

The *time to* registration platform, through which you place your order, enables professionals to list and sell their products and services. It is not the seller or organiser of the products and services relating to the Event.

Consequently, for the sale of products or services relating to the Event other than the Travel Services, a sales contract is formed solely between you and the Organiser, who is responsible for any claim or other issue arising out of or in connection with such sales contract.

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

#### I. SPORTS RULES

#### 1.1. THE ROUTE

The Event is a cyclosportive that takes place on the route of the 20<sup>th</sup> stage of the 2025 Tour de France.

The route of the 2025 edition of the Event is approximately 131 (one hundred and thirty-one) kilometres long.

The route runs between Albertville and La Plagne on roads closed to traffic.

Nevertheless, for everyone's safety, it is essential that each participant respects, throughout the route, the signposting put in place by the Organiser (barricading, signposting, tape, signs indicating passages requiring particular attention, etc.) as well as the instructions given by the police and by the Organiser's security staff.

After the vehicle closing the Event has passed, participants must comply with the rules of the French Code de la route.

Details of the route will be posted on the Event website and its social networks at a later date.

# 1.2. PARTICIPATION CONDITIONS - LICENCE - "MODULE SANTE"

Checks may be carried out during the Event to ensure that participation is perfectly legal, particularly with regard to age, licence and "Module Santé" requirements.

# 1.2.1. Age-related conditions

To take part in the Event, the participant must have been born in 2007 at the latest.

# 1.2.2. Licence, medical certificate and "Module Santé"

The Event is certified by the Fédération Française de Cyclisme (hereinafter the "FFC"). Consequently, in accordance with the rules laid down by the FFC and followed by the Organiser,

participation is subordinated to the complusory presentation of a licence, a medical certificate ora "Module Santé" certificate. These elements must be uploaded on the Time to plateform from 21 March 2025.

# (i) For persons who have reached the age of majority on the day of the Event, compulsory presentation of:

- a <u>sports licence issued by the FFC</u> valid on the date of the Event and bearing proof of the issue of a medical certificate stating that there are no contraindications to the practice of cycling in competition,
- or a <u>sports licence issued by one of the following federations</u>, valid on the date of the Event, stating "no contraindication to the practice of sport in competition", "no contraindication to the practice of cycling" or "no contraindication to the practice of triathlon in competition":
  - o Fédération française de triathlon (FFTri),
  - o Fédération sportive et gymnique du travail (FSGT),
  - Union française des œuvres laïques d'éducation physique (UFOLEP);
- or a <u>medical certificate</u> stating that there are no contraindications to the practice of cycling in competition;
- or a <u>"Module Santé" certificate</u> (valid 4 months before the Event) which, if the answer to question 1 is "Yes", requires an electrocardiogram to be carried out (<a href="https://structures.ffc.fr/app/uploads/sites/4/2023/09/Questionnaire-Sante-Licence 20230830.pdf">https://structures.ffc.fr/app/uploads/sites/4/2023/09/Questionnaire-Sante-Licence 20230830.pdf</a>).

# (ii) For persons who are minors on the day of the Event, compulsory presentation of:

- a <u>sports licence issued by the FFC</u> valid on the date of the Event and bearing proof of the issue of a medical certificate stating that there are no contraindications to the practice of cycling in competition,
- or a **sports licence issued by one of the following federations**, valid on the date of the Event, stating "no contraindication to the practice of sport in competition", "no contraindication to the practice of cycling" or "no contraindication to the practice of triathlon in competition":
  - Fédération française de triathlon (FFTri),
  - Fédération sportive et gymnique du travail (FSGT),
  - Union française des œuvres laïques d'éducation physique (UFOLEP);
- or a <u>medical certificate</u> stating that there are no contraindications to the practice of cycling in competition;
- or the questionnaire available at the following link, duly completed, provided that a negative response is given to each of the questionnaire's headings: <a href="https://structures.ffc.fr/app/uploads/sites/4/2023/09/QS-SPORT\_Mineurs.pdf">https://structures.ffc.fr/app/uploads/sites/4/2023/09/QS-SPORT\_Mineurs.pdf</a>. If at least one of the answers is "Yes", the participant must provide a medical certificate.

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

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

The participant 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 in case of infection by the COVID-19 virus or 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 email 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 within an appropriate time frame prior to the Event, which will be specified.

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.

# 1.4. BIB COLLECTION

- **1.4.1.** Bibs must be collected by the participant or his legal representative on presentation of the following documents:
  - The participant's licence or "Module Santé" certificate meeting the conditions listed hereinabove (only if the document has not been submitted <u>and validated</u> beforehand on time to),
  - The convocation, available to download on *time to* and/or sent by e-mail prior to the Event,
  - The participant's valid official identity document.

Bibs can only be collected in the dedicated area of the Event Village (Parc Olympique Henry Dujol, Avenue Joseph Fontanet, 73 200 Albertville), on Thursday 17 July from 2pm to 7pm, Friday 18 July from 10am to 7pm and Saturday 19 July from 10am to 7pm.

No bib will be sent by post or given out on the day of the Event.

**1.4.2.** Any allocation of bib is personal, firm and final. No transfer of bib is authorised for any reason whatsoever. Any person transferring its bib to a third party will be held responsible in the

event of an accident suffered or caused by the third party during the Event. The Organiser declines all responsibility in the event of such an occurrence.

The bib must be placed on the back and the plate on the handlebars. They will be required for access to the start waves and must remain fully legible during the Event, including in case of bad weather.

#### 1.5. REGISTRATION CONDITIONS AND PRICES

# 1.5.1. Registration conditions

Only the legal representative of a minor may register this minor for the Event. Therefore, if parental authority is exercised jointly, the minor's legal representative guarantees the Organiser that the other holder of parental authority has read and accepted this document without reservation.

Registrations for the Event will take place exclusively on the *time to* registration platform (<a href="https://www.timeto.com/en-GB/home">https://www.timeto.com/en-GB/home</a>), from 29 October 2024 for pre-registrants and from 6 November 2024 for the general public.

Any person wishing to take part in the Event (or its legal representant if applicable) agrees to register as a member of *time to* beforehand. To this end, this person must complete a *time to* registration form and accept without reservation the *time to* Terms of Use and Privacy Policy. This person undertakes to provide only truthful information relating to his identity.

Any registration for the Event is personal, firm and final, and may not be reimbursed for any reason whatsoever, unless specifically stipulated in the Rules.

When you register as a team, the commitment of your team-mates is firm and definitive: there can be no change of team-mates.

#### 1.5.2. 2025 prices

In order to guarantee the quality and safety of the Event, the Organiser reserves the right to limit the number of bibs.





The prices are expressed in Euros, all taxes included, at the rate in effect on the day of your registration.

The Organiser may arrange special offers which may give you a reduction on the price of your bib.

#### 1.5.3. Travel Services

At the time of registration, Travel Services, combined with the purchase of a bib enabling to participate in the Event, are also offered.

As a reminder, V.S.O.'s General Terms of Sale are applicable to these purchases:

- Shuttle Saturday 19 July 2025: personal ticket, valid only on Saturday 19 July 2025. Drop off your vehicle on Saturday at the finish in La Plagne and take it straight back on Sunday after your race. NO BICYCLE CARRIAGE (you will have to drop it off before taking the shuttle bus at the closed bike park in Event Village in Albertville or leave it at your accommodation). The shuttle bus will drop you off at the Event Village in Albertville on Saturday 19 July 2025. Departure from La Plagne at 2pm or 4pm. Duration of ride: 1h15.
- Shuttle on Sunday morning 20 July 2025: personal ticket, valid only on the morning of 20 July 2025. This shuttle will take you from La Plagne to the start of the Event in Albertville. Please note that you will need to leave your bike in Albertville on Saturday at the closed bike park as BICYCLES WILL NOT BE CARRIED FOR IN SHUTTLE. Departure between 4:30am and 5:00am. Duration of ride: 1h15.
- Shuttle on Sunday evening 20 July 2025: personal ticket, valid only on the evening of 20 July 2025. After the Event, this shuttle departing from La Plagne will drop you off in Albertville. Drinks and food will be available in the shuttle car park in La Plagne on Sunday afternoon. Bikes will be picked up in the shuttle for cyclists.

# 1.6.OFFICIAL JURY - CHRONOMETRY AND RANKING - START WAVES - FEEDING POINTS - ASSISTANCE

# 1.6.1. Official Jury

The official jury is made up of a FFC referee, whose decision is final, assisted by judges and race stewards also appointed by the FFC.

# 1.6.2. Chronometry, ranking and reward

The Event is timed. An electronic chip in the form of a strip will be attached to the bib of each participant. This chip will be initialised automatically at the start line and will be used to check the regularity of the race at the bottom and top of the climbs as well as at the finish. To ensure normal operation, the chip must not be bent or damaged. A participant who does not follow the course, marked out by the Organiser by human and/or material means, or who crosses the finish line without a chipped bib, will not be classified at the finish.

The electronic detection system is selected according to strict reliability criteria. Despite the tests carried out by the manufacturers, there is still a very small percentage of non-detection. The

absence of data resulting from this non-detection will not allow the Organiser to include the official or real time of the participant concerned in the classification. The Organiser cannot be held responsible for this.

At the end of the Event, several rankings will be drawn up:

- Women's and men's scratch ranking: ranking based on the official time achieved (the official time having as its starting point the pistol shot marking the start of the race, regardless of when the participant actually started the race). The first three women and the first three men to cross the finish line will be rewarded at the official prize-giving ceremony.
- **Best climber classification**: a classification will be drawn up based on the cumulative times of the Côte d'Héry-sur-Ugine, Col des Saisies, Col du Pré, Cormet de Roselend and La Plagne climbs. There will be a prize for this challenge.

# 1.6.3. Respect of the start waves

The start will be given in waves. Each participant must be at the start of the Event at the time indicated on its registration confirmation.

The Organiser has authorised any member of the organisation (volunteers, A.S.O. employees, etc.) present in the start area to ensure that the start wave allocated to each participant is respected. Any participant refusing to enter the start wave (or a higher start wave, at the Organiser's discretion) allocated to him may incur time penalties or be excluded from the Event.

The starting waves are secure, and entry is via the rear of each wave. The plate will be checked at the entrance to allow access to the allocated wave.

The Organiser will allocate airlocks according to sporting criteria, based on the information provided at the time of registration.

# 1.6.4. Feeding points

Each participant will have access to the feeding points set up approximately every 30 (thirty) kilometres and after the finish line.

When leaving a feeding point, each participant must ensure that he has enough water and food to reach the next feeding point.

#### 1.6.5. Assistance

No following vehicles are permitted. Personal assistance is strictly limited to the feeding points. It is strictly forbidden to change cycles during the Event. Technical assistance is permitted between participants.

It is the responsibility of each participant to stop and alert if another participant falls.

# 1.7. GENERAL SERVICES

Security for the Event, including road safety, is provided by the Préfecture de Police.

The medical service is provided by the Organiser's medical provider, and/or, where applicable, by an approved civil security association, which may decide to exclude a participant from the Event for medical reasons. By taking part in the Event, you authorise any doctor to carry out or have carried out any medical and/or surgical intervention in the event of an emergency and/or to prescribe any treatment made necessary by the condition of the participant in the event of an incident.

Under no circumstances shall the Organiser be held liable for any participant who is unable to finish the course as a result of a decision taken by these general services.

#### 1.8. ACCES TO THE SITE AND SECURITY

The introduction onto the Event site of any object likely to be dangerous or illegal, in particular drugs, firearms, blunt objects and explosive materials, is strictly forbidden.

In order to gain access to the Event site and to be able to take part in the Event, the participant expressly acknowledges and accepts that security personnel are authorised by the Organiser to control persons and their personal belongings and agrees to submit to this, failing which he will not be authorised to access to the Event site or to be able to take part in the Event.

The Organiser and the security staff are entitled to refuse access to or continuation of the Event to participants who do not comply with the provisions of these Rules or whose behaviour is likely to damage the image of the Event or disrupt its smooth running, in particular and without limitation: fraudulent behaviour at the time of the sale of bibs, introduction of any object which could potentially hinder in any way whatsoever the progress of the Event, traffic and/or the safety of other participants; introduction of any distinctive sign promoting, in any form whatsoever, a political, philosophical or religious opinion likely to damage the image of the Event or disrupt its smooth running; abnormal, inappropriate or amoral behaviour by the participant, particularly if the latter appears to be under the influence of drugs or alcohol.

#### 1.9. RETIREMENTS AND TIME LIMITS

Except in the case of injury, any participant wishing to retire must, as far as possible, contact a member of the organisers, who will invalidate his bib. There will be areas and facilities for repatriating participants who have dropped out and their bikes.

In order to ensure the safety of the participants and to enable the reopening of the roads to traffic to be planned, the participants will have a maximum time of 10h44 (ten hours and forty-four minutes) from the last participant crossing the start line to complete the course to the finish line. Any participant who exceeds this maximum time or who is overtaken by the end-of-event system (made up of the Organiser's vehicles) will be excluded from the Event and will then have to travel under its own responsibility, without assistance of any kind from the Organiser (medical assistance, refreshments, etc.) and in compliance with the traffic regulations of the French Code de la route.

Time barriers at the feeding points will be determined, communicated to participants (via the Event website) and put in place. These time barriers will correspond to the times from which it will no longer be possible to leave the location indicated.

If the participant does not leave the pick-up points before the set time, he will be disqualified and will not appear in the event rankings. Repatriation means for participants and bikes will be set up in each of these zones.

# 1.10. INSURANCES

**Civil liability**: In accordance with current legislation, the Organiser has taken out an insurance covering the financial consequences of its civil liability, that of its employees and that of all participants in the Event. With regard to the civil liability of the participants, the intervention of this insurance for the latter is limited to accidents that they may cause during the Event.

This insurance will be provided in addition to, or in the absence of, any other insurance from which the participants may benefit. A certificate can be provided to any participant on request.

**Cancellation insurance:** All participants in the Event can take out cancellation insurance when they register for the Event on *time to*, the details of which can be consulted on the Event website (<a href="https://www.letapedutourdefrance.com/en/extra-services/options">https://www.letapedutourdefrance.com/en/extra-services/options</a>). This option must be taken out before the order is validated and enables you to be reimbursed for all or part of the price of your bib, subject to compliance with the conditions described in the aforementioned notice.

**Individual accident**: All participants in the Event, whether or not they are members of a sports federation, can take out, when they register for the Event, or at the latest when they collect their bib, an insurance guaranteeing the payment of a lump sum in the event of bodily injury (death or permanent disability) due to an accident occurring on the course of the Event. Compensation, depending on the damage and the cover limits chosen, is paid if the insured person is the victim of an accident while taking part in the Event.

**THIS INSURANCE IS OPTIONAL BUT STRONGLY RECOMMENDED**. It may be taken out in addition to, or as an alternative to, insurance of the same type held in particular via a sports licence.

Such insurance can be taken out, at the time of registration, with the insurer of your choice or with the broker MARSH, whose offers can be found here: <a href="https://aso.sam-assurance.com/etapedutour/en/">https://aso.sam-assurance.com/etapedutour/en/</a>. If you have any further questions, please contact Marsh (relationclient.aso@sam-assurance.com).

**Material damage**: The Organiser declines all liability in the event of damage (theft, breakage, loss, etc.) to participants' personal property, even if the Organiser is responsible for its supervision. This applies in particular to any damage suffered by the participant's personal belongings while they are left in any lockers set up by the Organiser during the Event. Participants may not claim against the Organiser for any theft of or damage to their equipment. It is the responsibility of each participant to take out insurance to cover these risks.

#### 1.11. USE OF IMAGES

#### 1.11.1. Participant's image

As the Event may be captured for the purposes of communication to the public, in any form (in particular photo, video, drawing, etc.), on any existing or future medium (posters, flyers, web banners, etc.), on any existing or future communication channel (official website of the Event, official pages of the Event on Twitter, Facebook, Instagram, etc.), in any format, throughout the world, for any use including advertising and/or commercial purposes, you expressly authorise the Organiser, its successors in title or assigns (in particular its commercial partners) to record and display, on any medium and by any means, and consequently, to reproduce and represent, without remuneration or compensation of any kind, the name, voice, image, and more generally the

sporting performance of the participant in the context of the Event (hereinafter referred to as his **Image**), for a period not exceeding 10 (ten) years following the date of the Event. In this respect, you expressly authorise the Organiser to grant sub-licences to the Event's partners to use the Image for advertising and/or commercial purposes.

To this end, you expressly and irrevocably authorise the Organiser, its successors in title 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 the Image under the conditions defined above,
- associate and/or combine with the Image any/all signatures, catchphrases, slogans, captions, trademarks, distinctive signs, legal notices, visuals and, in general, any element of any nature of their choice intended in particular to illustrate the communication media in which it is integrated.

You guarantee that the participant is not bound by any exclusive contract relating to the use of his Image.

You are informed and accept without reservation that participation in the Event implies the capture of the Image by the Organiser's official service providers. The Image reproduced in photo and/or video format will be accessible on the time to website in the "My Account" section and for one (1) year on the Event website in the "Results" section and, where applicable, on the website of A.S.O.'s photo and/or video service provider. With regard to the Event website, you accept that the participant may be identified by any internet user entering his surname, first name and/or bib.

If you wish to object to such publication, you may make a request to the Organiser at <a href="mailto:letapedutour@aso.fr">letapedutour@aso.fr</a>, prior to the Event and no later than 30 (thirty) days before the Event, so that the appropriate measures can be taken.

#### 1.11.2. Images of the Event

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

# 1.12. PERSONAL DATA

Generally speaking, the personal data communicated when the participant registers for the Event (hereinafter referred to as the **Data**) is intended for the authorised personnel of the Organiser, which is the company responsible for processing this data.

To find out about the Organiser's data protection policy, the Organiser invites you to refer to the A.S.O.'s General Terms of Sale (ii) and the V.S.O.'s General Terms of Sale (iii).

At the end of the Event, information relating to the participant's sporting performance (in particular his result, photos and videos) are published on the Event website and, where applicable, on the FFA website and/or the website of A.S.O.'s photo and/or video service provider. His result, together with his or her surname, first name and region, may be used by any media.

If you wish to object to such publication on the Event website or on the website of A.S.O.'s photo and/or video service provider, you may request that your Data be made anonymous by exercising

your right to be forgotten at any time by filling in the "RGPD Rights" form provided on the Event website. The Organiser will reply within the legal time limit of 30 (thirty) days if your request is complete.

Any publication of the results by a media outlet constitutes the 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, A.S.O. cannot act as an intermediary. We invite you to contact the media concerned in order to make any request relating to your rights.

# "Live tracking"

By choosing to take part in the Event, participants acknowledge that their progress on the course will be accessible to any user of the Event website, as the timing chips will detect your passage at the bottom and top of the climbs on the course.

You acknowledge that any user of the Internet is likely to be able to follow you by entering your surname and/or first name and/or bib number.

# **Data retention period**

The Data is kept for a period of 3 (three) years from the end of the Event. At the end of this retention period, and for limited reasons authorised by law (payment, guarantee, disputes, etc.) or any other purpose specified in A.S.O.'s General Terms of Sale, A.S.O. will temporarily archive the Data in a secure digital safe located in France. Only duly authorised A.S.O. personnel will be able to access it for the period of time required by law depending on the type of Data and the purpose of the archiving. After this legal period, A.S.O. will delete the Data permanently and securely.

#### **Health Data**

The Organiser will not keep any health data that may be requested by the Organiser under the conditions set out in article 1.3. of the Rules.

# 1.13. Aerial filming

The Organiser hereby informs you that:

- on the day of the Event, remotely piloted aircraft (drones) may be used for filming purposes;
- during all or part of their participation in the Event, participants may be less than thirty (30) metres from said aircraft.

Where applicable, safety instructions will be communicated to them and must be complied with.

#### 1.14. RESPECT FOR THE ENVIRONMENT

In order to respect the environment and the natural areas crossed, it is strictly forbidden to leave rubbish (paper, plastic packaging, etc.) on the course. Rubbish bins, and where appropriate selective sorting bins, will be available at each feeding points and "collection zones" will be set up and signposted at various points along the route. Participants must use these areas.

Participants must keep their rubbish and packaging until the places indicated by the Organiser have been found to dispose of it.

The Organiser reserves the right to award time penalties or exclude from the Event participants who deliberately dispose of their waste outside the designated areas.

#### 1.15. MANDATORY, AUTHORISED, RECOMMANDED AND PROHIBITED EQUIPMENT

<u>OBLIGATION</u>: For reasons of safety and to ensure the smooth running of the Event, each participant must present himself at the start with a rigid helmet on his head with the chinstrap fastened and keep it on for the duration of the Event.

If the compulsory equipment is not present at the start of the Event, the participant will not be able to take part in the Event.

Failure to wear the compulsory equipment during the Event may result in the competitor being excluded from the Event. Furthermore, the Organiser cannot be held responsible for any incidents or their consequences.

<u>PROHIBITION</u>: For reasons of safety and to ensure the smooth running of the Event, it is strictly forbidden to take part in the Event with:

- A bicycle equipped with any extension element whatsoever (handlebar horns or 'triathlete handlebars');
- A recumbent bike (on the stomach or on the back);
- A bike not approved by the F.F.C.;
- An electric bicycle.

Personal following bicycles, wheeled machines, motorised or not are strictly forbidden on the course.

<u>RECOMMENDATION</u>: In the event of technical problems, participants are advised to bring a repair kit, including:

- a pump
- spare inner tubes
- puncture-proof spray
- a multitool
- a chain rivet;
- mobile phone;
- easy fasteners.

# 1.16. ANTI-DOPING

The Event is organised under the aegis of the FFC. As such, anti-doping tests may be carried out during the Event. Participants undertake to comply strictly with the ban on doping as well as the provisions concerning anti-doping tests, as they result from the laws and regulations in force, in particular articles L. 230-1 et seq. of the French Code du sport.

Any refusal to submit to a doping test or any positive test will be the subject of disciplinary proceedings before the federation with which the participant has a licence or before the French Anti-Doping Agency, if the participant does not have a licence with any federation. The participant will also be excluded from the Event.

#### 1.17. MODIFICATION – REPORT – INTERRUPTION – CANCELLATION

If circumstances so require, the Organiser reserves the right to modify at any time the route, the position of feeding points and chronometry points, postpone the date and/or times of the Event, stop the Event in progress, cancel it or set up an alternative route without being held liable in this respect.

# 1.17.1. Cancellation / postponement of the Event for any reason related to COVID-19

If the Event has to be postponed and/or cancelled by the Organiser for any reason related to the COVID-19 health crisis, the Organiser will offer you a refund of the sums paid at the time of your registration, less, where applicable, the amount of the options subscribed to which you could benefit independently of the holding of the Event.

# 1.17.2. Cancellation / postponement of the Event for any reason other than COVID-19

If the Event has to be cancelled for any reason beyond the control of the Organiser other than those related to the COVID-19 health crisis, the latter may offer, depending on the circumstances, compensation such as substitution by another event organised by the Organiser, postponement of the Event or reimbursement of the price of the bib, to the exclusion of any other sum.

#### 1.18. ADDITIONAL RACES AND RELATED EVENTS

Can be offered on *time to* to take part in:

- 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 3 (three) days prior to the Event or on the day of the Event (hereinafter the **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 the **Related Events**).

Participants in the Additional Races and Related Events recognise and accept that the provisions of Articles 1.11, 1.12, 1.15 and 1.16 (if the event takes place on a closed circuit) of these Rules apply to the Related Events. When reading these provisions, the term 'Event' should therefore be replaced by '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 1.12 of these Rules applies to all Additional Races and Related Events for which A.S.O. is the organizer.

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.

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

If you have ordered, whether in return for payment or free of charge, a "L'Etape du Tour de France" product or service from the Organiser via the time to registration platform, then these A.S.O. General Terms and Conditions of Sale apply to you and constitute the sales contract between you and the Organiser.

#### 2.1. FIELD OF APPLICATION

A.S.O.'s 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 A.S.O.'s General Terms of Sale are only those provided directly by the Organiser and ordered via *time to*.

#### 2.2. PRICES

Offers of products and services are valid as long as they are visible on the <a href="www.timeto.com">www.timeto.com</a> 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

Orders can be placed exclusively with *time to* at <u>www.timeto.com</u>.

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 must confirm your order after selecting the products added to your basket. Before confirming your order, you must check the contents of your basket (identification and quantity of products and services) before validating them and accepting these A.S.O. General Terms and Conditions of Sale and the Regulations.

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 cash and 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 personalised products or 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.221-28 and following of the French Consumer Code as follows:

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

[....]

3 ° Contract supplying of goods made to the consumer's specifications or clearly personalized [...]

12 ° Contract providing accommodation services, other than residential accommodation, goods transport services, car rental, catering or leisure activities that must be provided at a specified date or period; "

# 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 fourteen (14) 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.)
Service Clients – EGP
Bâtiment Quai Ouest
40-42 quai du point du jour,
CS 90302
92650 BOULOGNE BILLANCOURT CEDEX
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 (A.S.O.)

Service Clients – EGP Bâtiment Quai Ouest

40-42 quai du point du jour,

CS 90302

92650 BOULOGNE BILLANCOURT CEDEX

**FRANCE** 

Email address : <a href="mailto:letapedutour@aso.fr">letapedutour@aso.fr</a>

I hereby notify you of my withdrawal from the contract for the sale of the goods (*) / for the provision of services (*) as follows :
Ordered on the (*)/received on the (*):
Customer name :
Customer postal address :
Signature of the consumer(s) (only in the case of notification of this form on paper) :
Date :
(*) Delete as appropriate

# Refund in the event of cancellation

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 the case of products and services purchased from third parties through the Organiser, you are required to refer to the general terms and conditions of sale of the third party seller, for which the Organiser cannot be held responsible.

# 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.217-3 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.
- Organising lotteries and competitions and allowing you to register and take part in them.
- 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.
- 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'Etape du Tour de France
Bâtiment Quai Ouest
40-42 quai du point du jour
CS 90302
92650 BOULOGNE BILLANCOURT CEDEX
FRANCE

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

# Commercial communications – 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 https://www.bloctel.gouv.fr/accueil.

If you are concerned by email marketing, you can also unsubscribe from newsletters by going directly to your "My Account" area on the <a href="https://www.timeto.com/">https://www.timeto.com/</a> website by clicking on the "My Notifications" link.

If you are concerned by SMS canvassing, you can also unsubscribe (i) by sending the words "STOP SMS" to the number specified in the SMS received or (ii) by going directly to your "My Account" area on the <a href="https://www.timeto.com/">https://www.timeto.com/</a> website by clicking on the "My Notifications" link.

# Organiser's contact details - Legal information

The website <a href="https://www.letapedutourdefrance.com/en/">https://www.letapedutourdefrance.com/en/</a> is edited 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 Cedex (92650), Bâtiment Quai Ouest, 40-42 quai du point du jour, CS 90302, France, represented by its Managing Director, Yann le Moënner.

Director of the publication: Yann le Moënner

This website is hosted by Skale-5, an outsourcing company located at 33 avenue des Champs Elysées, 75 008 Paris, France.

Le site <a href="https://www.timeto.com/home">https://www.timeto.com/home</a> is hosted by ACTIVE Network, LLC, whose headquarters are located in 717 North Harwood Street, Suite 2500, Dallas, TX, United States.

# 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 at <a href="mailto:letapedutour@aso.fr">letapedutour@aso.fr</a> by post to the following address:

Amaury Sport Organisation (A.S.O.) L'Etape du Tour de France Bâtiment Quai Ouest 40-42 quai du point du jour CS 90302 92650 BOULOGNE BILLANCOURT CEDEX 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 (1) 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 (<a href="https://www.cmap.fr/">https://www.cmap.fr/</a>) or may contact the relevant public consumer affairs mediator.

A.S.O.'s 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.

# TITLE 1: Provisions common to all types of Travel Services

If you have ordered a Travel Service, which may be included in a Tourism Package, from V.S.O. via *time to*, in the sense of article 3.1.1. below, the subscription to this (these) Travel Service(s) or Tourism Package is subject to these V.S.O.'s General Terms of Sale (III.), which constitute the contract of sale between you and V.S.O.

It is specified that V.S.O. only acts as an intermediary in the sale of Travel Services, if any, included in a Tourism Package, but is not the organiser and/or producer.

These V.S.O.'s General Terms of Sale do not apply to goods and services that you may have acquired directly, in any way whatsoever, from a third party, whether or not this third party is commissioned or licensed by V.S.O. The services covered by these V.S.O.'s General Terms of Sale are solely the Travel Services, if any, included in a Tourism Package, within the meaning of article 3.1.1. below, ordered via *time to*.

In the event that the Travel Services ordered by you are part of a Tourism Package, as defined in article 3.1.1. below, and in addition to the present TITLE 1, TITLE 2 of the present V.S.O.'s General Terms of Sale is applicable to you.

You acknowledge that you have read these General Terms and Conditions of Sale, the General Terms and Conditions of the Travel Service Provider concerned, which actually provides the Travel Service (hereinafter referred to as the **Travel Service Provider**), as well as the description of the service chosen on time to.

#### Standard information form for contracts for a Travel Service

# concluded with Voyages Sport Organisation (V.S.O.)

If you purchase a Travel Service, you will benefit from the rights granted by the French Code du tourisme.

V.S.O. will be fully responsible for the proper execution of the Travel Service. In addition, as required by law, V.S.O. and the Travel Service Provider have protection to refund your payments in the event that they become insolvent.

# Essential rights under the Tourism Code:

- Participants will receive all essential information about the Travel Service before concluding the travel contract.
- V.S.O. is responsible for the proper execution of the Travel Service.
- Participants will be provided with an emergency telephone number or point of contact to contact V.S.O.
- Participants may transfer their Travel Service to another person, subject to reasonable notice and possible additional charges.
- 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 any case not be changed less than twenty days before the start of the trip. If the price increase exceeds 8% of the price of the Travel Service, 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.
- Participants may withdraw from the contract without paying withdrawal costs and receive a
  full refund of payments made if any of the essential elements of the contract, other than the
  price, undergo a significant change. If the professional responsible for the service cancels it
  before the start of the service, the participants may obtain a refund and compensation, if
  applicable.
- Participants 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, the participants may cancel the contract at any time before the start of the trip by paying an appropriate and justifiable cancellation fee.
- If, after the start of the trip, important elements of the trip cannot be provided as planned, the participants must be offered appropriate alternative services at no extra cost.
- Participants may withdraw from the contract without paying a withdrawal fee if the services are not performed in accordance with the contract, if this significantly disrupts the performance of the trip and if the Travel Service Provider does not remedy the problem.
- Participants are also entitled to a price reduction and/or compensation in the event of non-performance or poor performance of the Travel Service.
- V.S.O. shall provide assistance if the traveller is in difficulty.
- If V.S.O. becomes insolvent, the amounts paid will be refunded.
- V.S.O. has taken out insolvency protection with a financial guarantee organisation.
- Participants can contact this organisation if they are refused services due to the insolvency of V.S.O.

When the reservation is made with V.S.O., the financial guarantor is the Association Professionnelle de Solidarité du Tourisme (APST), domiciled at 15 avenue Carnot 75017 Paris (email: <a href="mailto:info@apst.travel">info@apst.travel</a> - Tel.: 01 44 09 25 35).

Website on which the Tourism Code can be consulted: <a href="https://www.legifrance.gouv.fr/affichCode.do?cidTexte=LEGITEXT000006074073&dateTexte=20180705">https://www.legifrance.gouv.fr/affichCode.do?cidTexte=LEGITEXT000006074073&dateTexte=20180705</a>

# 3.1.1. **DEFINITIONS**

For the purposes of these V.S.O. Terms and Conditions of Sale:

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 definition of Travel Service) is combined with one or more of the tourist services mentioned in (4) of the same definition do not constitute a Tourism Package if the latter services do not represent a significant part of the value of the combination, i.e. correspond to at least 25% of the price, or are not advertised as an essential feature of the combination, or do not otherwise constitute such a feature.

For example, even if you have purchased the products/services listed below as part of a package including certain Travel Services, these following products/services will not be qualified as Travel Services and/or will not be part of a Tourism Package: Bottle, photo pack, video pack, derivative products, transport services on the day of the Event only associated with the race number, etc. The General Conditions of Sale of A.S.O. are therefore the only ones applicable to this type of product/service.

#### 3.1.2. PRICES AND BOOKING OF TOURIST PACKAGES

#### 3.1.2.1. TRAVEL PRICE

The Travel Services are valid as long as they are visible on the website <a href="www.timeto.com">www.timeto.com</a>. V.S.O. will provide you with an up-to-date price for the Travel Services, if applicable combined with other services in a package, of your choice when you make your reservation on time to. Local taxes are not included in the price stated on time to.

The price of the Travel Services is stated in euros, including all taxes, at the rates applicable on the date of the order. Prices do not include delivery charges, gift wrapping charges, possible promotional offers and personal discounts ("promo code"), indicated before the final validation of the order.

The 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 *time to*. However, the prices cannot be modified once the user's order has been placed.

Orders to countries outside the European Union are not subject to French VAT. The prices indicated on time to for these orders are therefore exclusive of 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 at your expense. They are your sole responsibility, both in terms of declarations and payments to the relevant authorities and/or organisations in the country of delivery. The Organiser

recommends that you contact the customs authorities for further information.

You are informed that, in the context of your purchase of a Travel Service, which may be included in a Tourism Package, V.S.O. has mandated its parent company, Amaury Sport Organisation, to issue, in its name and on its behalf, the receipt of payment, insofar as it relates to this type of Travel Service.

# 3.1.2.2. Terms of payment

# 3.1.2.2.1. Payment schedule

Any payment made on *time to* is a full payment: You pay the full price of the services (100%) on the day of your order on time to.

# 3.1.2.2.2. Payment by credit card

Only online payments by credit card via the *time to* registration form are permitted.

Online payments on *time to* are made via a secure payment platform, completed by specific control measures, in order to guarantee the security of purchases made on time to and to fight against fraud.

The details of your payment card communicated at the time of your order are never transmitted unencrypted on the Internet: they are encrypted using an SSL security protocol.

V.S.O. reserves the right to charge you for any additional administrative costs that V.S.O. or the Travel Service Provider may incur if you pay by credit card:

V.S.O. will inform you of the applicable costs.

V.S.O. also reserves the right to conduct occasional security checks to prevent misuse of your account and credit card fraud. Therefore, you may be asked to send proof of address and a copy of your credit card or bank statement to V.S.O. or by e-mail before the order confirmation is issued or before V.S.O. communicates any material means (race number, hotel voucher, transport voucher, etc.) that will allow the execution of the service and the actual provision of the Travel Services concerned. If you do not respond to this request in time, V.S.O. reserves the right to cancel the tourist products or services that you have booked and to pass on the costs incurred.

If you pay with another person's credit card, you must obtain proof of the cardholder's consent and submit it to V.S.O.

# 3.1.3. PLACING AN ORDER

The Travel Service can only be ordered on the condition that a race number is purchased to participate in the Event.

Orders can only be placed with time to on the website www.timeto.com.

V.S.O. will not accept any orders sent by e-mail or by post.

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

You must confirm your order after selecting the Travel Services added to your shopping cart. You must check the contents of your basket (identification and quantity of Travel Services), accept these V.S.O. Terms and Conditions, the Organiser's Terms and Conditions and the Regulations before confirming your order.

Your irrevocable offer to purchase the V.S.O. Tour Package is referred to as a "reservation".

The acceptance of your Offer by V.S.O. is materialised by your receipt of the order confirmation e-mail including the summary of your order and your payment receipt, coupled with the order confirmation of the products/services sold by V.S.O.

In this respect, V.S.O. has mandated A.S.O. to issue the payment receipt to the participants in the name of and on behalf of V.S.O. for the Travel Services.

V.S.O. strongly recommends taking out insurance for all Tour Packages, in particular as situations may arise for which neither V.S.O. nor the provider of the Travel Service concerned is responsible.

#### 3.1.4. AVAILABILITY

The availability of the Travel Services is normally guaranteed. In the event that a Travel Service becomes wholly or partially unavailable after you have placed your order, V.S.O. will notify you of this unavailability as soon as possible and will give you the opportunity either to be supplied with another service of equivalent quality and at an equivalent price, or to be reimbursed for the Travel Service ordered, within thirty (30) days of the request for reimbursement.

#### 3.1.5. CANCELLATION OF THE CONTRACT

#### 3.1.5.1. At the initiative of the participant

You do not have a right of withdrawal on the purchase of Travel Services that must be provided on a specific date or within a specific period of time, in accordance with the following legal provisions of Article L. 221-28 of the French "Code de la consummation", even in the context of a distance sale:

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

12 ° Contract providing accommodation services, other than residential accommodation, goods transport services, car rental, catering or leisure activities that must be provided at a specified date or period; "

If you are unable to use all or part of the Travel Services ordered, the sums paid for the Travel Services cannot be refunded, even partially.

Also, at your initiative, if you choose not to use the services that V.S.O. was willing and able to provide, you are not entitled to claim even a partial refund of the price of the Travel Service.

If you have acquired a Travel Service included in a Tourism Package, you may refer to article 3.2.2. of these A.S.O.'s General Terms of Sale.

### 3.1.5.2. At the initiative of V.S.O or the Travel Service Provider

# **3.1.5.2.1.** <u>Principle</u>

In accordance with article R. 211-10 of the French "Code du Tourisme", if V.S.O. is forced to cancel the Travel Service(s), it will inform you as soon as possible. You will then be reimbursed for any sums that you may have paid to acquire the said Travel Service(s).

These sums will be the only sums to which you may be entitled, except in the case where the Travel Service is included in a Tourism Package (see Article 3.2.3. of these V.S.O. General Terms of Sale).

# **3.1.5.2.2.** Occurrence of a case of force majeure

Notwithstanding Article 3.3.5.2.1, the participant shall not be entitled to additional compensation in cases where the cancellation is imposed by exceptional and unavoidable circumstances.

# **3.1.5.2.3.** <u>Cancellation due to insufficient number of participants</u>

V.S.O. may specify a minimum number of participants below which V.S.O. reserves the right not to provide the Travel Service. In this case, V.S.O. will notify the participant by any means no later than: 20 days prior to the start of the Travel Service if the duration of the Travel Service exceeds 6 nights; 7 days prior to the start if the duration of the Travel Service is 3 to 6 nights; 48 hours prior to the start if the duration of the Travel Service does not exceed 2 days.

The participant will then be reimbursed by V.S.O. for any sums he may have paid. At the express request of the participant, the sums paid may in certain cases be reused for the purchase of a substitute Travel Service.

# 3.1.6. MODIFICATION OF THE CONTRACT

# 3.1.6.1. At the initiative of the participant

You do not have the right to change the characteristics of the Travel Service (including the date of travel, destination, place of departure, accommodation or mode of transport) once the contract has been concluded.

V.S.O. will nevertheless make its best efforts to process any request for changes to the Travel Services made by the participant, in particular depending on availability.

If, however, a booking is changed at your request, you will have to bear the additional costs, which may vary depending on the circumstances and the type of change you wish to make to the booking.

The renunciation by the participant, before or during the execution of the Travel Services, whether voluntary or involuntary, of certain Travel Services will not give rise to any financial compensation of any kind.

# 3.1.6.2. At the initiative of V.S.O or the Travel Service Provider

You acknowledge that you have read the General Terms and Conditions of the Supplier of the Travel Service you ordered on *time to*, i.e. the person actually providing the service ordered.

V.S.O. and/or the Suppliers of the Travel Services have the right to make changes to the Travel Services, if any, included in a Tourism Package, in relation to what was agreed at the time of the conclusion of the contract, if these changes become necessary after the contract has been concluded, provided that these changes are made in good faith and do not have a negative effect on the trip as a whole. V.S.O. will inform the participant in writing as soon as possible.

In the event of a change to an essential aspect of a Travel Service included in the Tourism Package, you have the option of (i) accepting the change, (ii) terminating the contract for the Tourism Package, or (iii) if applicable, accepting another proposal for a Travel Service/Tourism Package from V.S.O., within a reasonable period of time specified by V.S.O.

If the participant fails to make known his intention to cancel the contract within 7 days of being informed of the change to the travel contract, he will be deemed to have accepted it.

If you wish to cancel the Tourism Package concerned, V.S.O. and/or the Travel Provider will have to reimburse all sums paid by you or on your behalf as soon as possible and at the latest fourteen days after the cancellation of the contract, without prejudice to compensation in application of article L. 211-17 of the French "Code du Tourisme".

# 3.1.7. LEGAL GUARANTEE

For the Travel Services that you purchase from V.S.O. and via *time to*, V.S.O. is liable for hidden defects in the item sold under the conditions set out in articles 1641 et seq. of the French "Code civil". You can decide to implement this guarantee and in this case you can choose between the cancellation of the sale or a reduction of the sale price.

# 3.1.8. YOUR OBLIGATIONS TO COOPERATE

#### **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 do not receive the necessary travel documents (such as boarding pass, travel voucher or hotel voucher) in full or on time.

#### Notice of defects / request for help

If you consider the provision of the Travel Services to be defective, you are obliged to notify the defect immediately to: <a href="mailto:letapedutour@aso.fr">letapedutour@aso.fr</a>.

If V.S.O. was unable to provide assistance because you deliberately did not inform V.S.O., you are not entitled to make a complaint.

### 3.1.9. 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 and if you have been correctly and sufficiently informed by V.S.O., V.S.O. cannot be held liable in any way.

You alone will bear the consequences of this, particularly with regard to the payment of cancellation fees.

#### 3.1.10. MAIN POINT OF CONTACT

If you have any questions about your booking regarding Travel Services, please contact V.S.O. at <a href="mailto:letapedutour@aso.fr">letapedutour@aso.fr</a>.

#### 3.1.11. RESPONSIBILITY

V.S.O. shall not be liable to pay additional damages in all cases where the total or partial non-performance of one of its obligations is due (i) to the occurrence of a case of force majeure or (ii) to your fault.

#### 3.1.12. PERSONAL DATA

When ordering a Travel Service from V.S.O., you are required to provide a certain amount of data and information, in particular when registering for the Event, in order to complete the data that you have communicated to *time to*. Some of these data allow you to be identified, directly or indirectly, and may be considered as personal data within the meaning of the applicable regulations on the protection of personal data.

Generally speaking, the personal Data communicated are intended for the authorised personnel of V.S.O., which is responsible for processing these Data, and for its possible subcontractors.

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

- To ensure the execution of the Travel Services ordered;
- To enable the processing, tracking and management of your order for Travel Services;
- To facilitate collection and combat fraud;
- To send emails or post messages to provide you with useful information such as order confirmation and updates;
- Send emails or SMS messages to communicate promotional offers, advertisements or other commercial communications from our Event partners.
- Send emails or SMS to provide you with information, announcements and updates relating to the Travel Service you have ordered;
- To enable any other purpose specified at the time of collection of the Data.

# **Sharing of Data**

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

V.S.O. may share the Data you submit to us with its suppliers, service providers, subcontractors or agents who perform certain tasks on behalf of V.S.O. For example, these service providers may be the hotel operator, the transportation provider, or the tour operator. 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.

In application of the amended law of 6 January 1978 on data processing, files and freedoms, you have the right to question, access, rectify and oppose for legitimate reasons all the Data concerning you, as well as the right to oppose commercial prospecting by V.S.O. 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 of these rights by e-mail to <a href="mailto:dpoaso@aso.fr">dpoaso@aso.fr</a> or by post with a copy of a signed identity document, addressed to:

Voyage Sport Organisation (V.S.O) DPO – L'Etape du Tour de France Bâtiment Quai Ouest 40-42 quai du point du jour CS 90302 92650 BOULOGNE BILLANCOURT CEDEX FRANCE

Your requests will be processed as soon as possible. You may be asked to provide proof of identity.

# Commercial communications - right to object

If you are concerned by telephone canvassing, you can also oppose the use of your telephone number by registering free of charge on the <a href="https://www.bloctel.gouv.fr/accueil">https://www.bloctel.gouv.fr/accueil</a> website.

If you are concerned by e-mail prospecting, you can also unsubscribe from newsletters by going directly to your "My Account" space on the <a href="https://www.timeto.com/">https://www.timeto.com/</a> website by clicking on the "My Notifications" link.

If you are concerned by prospecting by SMS, you can also unsubscribe (i) by sending the words "STOP SMS" to the number specified in the SMS received or (ii) by going directly to your "My Account" space on the website <a href="https://www.timeto.com/">https://www.timeto.com/</a> by clicking on the "My Notifications" link.

# V.S.O. contact details - legal information

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.

# **Duration of Data retention**

The Data is kept for a period of three years from the end of the Travel Service. At the end of this retention period, V.S.O. will temporarily archive the Data for the longest period of legal prescription applicable to this type of service. Access to them will then be strictly limited to use within a legal or judicial framework.

### 3.1.13. 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: <a href="mailto:letapedutour@aso.fr">letapedutour@aso.fr</a> or by postal mail to the following address:

Voyage Sport Organisation (V.S.O) L'Etape du Tour de France Bâtiment Quai Ouest 40-42 quai du point du jour CS 90302 92650 BOULOGNE BILLANCOURT CEDEX 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 or is not satisfied with the response from V.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 (<a href="https://www.cmap.fr/">https://www.cmap.fr/</a>) or may contact the relevant public consumer affairs mediator.

V.S.O.'s 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 V.S.O. and the participant fall within the exclusive jurisdiction of the competent civil courts.

# TITLE 2: Travel Service sold by A.S.O. as part of a Tourism Package

#### 3.2.1. SCOPE OF APPLICATION

This Title II of V.S.O.'s General Terms of Sale is applicable to the Travel Services that you have acquired from V.S.O. via *time to* and that fall within the definition of a Tourism Package, in the sense of article 3.1.1. of these V.S.O.'s General Terms of Sale.

# Standard information form for contracts relating to a Tourism Package Concluded with Voyages Sport Organisation (V.S.O.)

NB: This standard information form laid down by Directive (EU) 2015/2302 constitutes the basis of the pre-contractual information provided to the participant.

Once accepted by the participant at the time of your registration on *time to*, it becomes an integral part of these V.S.O.'s General Terms of Sale, thus obtaining the same contractual value as the rest of this document.

The combination of Travel Services offered to you is a package within the meaning of Directive (EU) 2015/2302.

You will therefore benefit from all the rights granted by the European Union applicable to packages. V.S.O. will be fully responsible for the proper execution of the package as a whole.

In addition, as required by law, V.S.O. has protection to refund your payments and, if transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

Essential rights under Directive (EU) 2015/2302:

- Participants will be provided with all essential information about the package before entering into the Tourism Package contract.
- There is always at least one professional who is responsible for the proper execution of all Travel Services included in the contract.
- Participants are provided with a contact point where they can reach V.S.O.
- Participants may transfer their package to another person, subject to reasonable notice and possibly subject to additional charges.
- The price of the package may only be increased if specific costs increase (e.g. fuel prices) and if this possibility is explicitly provided for in the contract, and may in any case not be changed less than twenty days before the start of the package. If the price increase exceeds 8% of the package price, the traveller may terminate the contract. If V.S.O. reserves the right to increase the price, the traveller shall be entitled to a price reduction if the corresponding costs are reduced.
- Participants may terminate the agreement without paying any termination fees and receive a
  full refund of payments made if any of the essential elements of the package, other than the
  price, undergo a significant change. If, before the start of the package, the professional
  responsible for the package cancels it, the participants shall be entitled to a refund and
  compensation, if applicable.

- Participants may cancel the contract without paying cancellation fees before the start of the
  package in the event of exceptional circumstances, for example if there are serious safety
  problems at the destination which may affect the package.
- In addition, participants may, at any time before the start of the package, terminate the contract subject to payment of an appropriate and justifiable termination fee.
- If, after the start of the package, important elements of the package cannot be provided as planned, the participants must be offered appropriate alternative services at no extra cost. Participants may terminate the contract without paying a termination fee if the services are not performed in accordance with the contract, if this significantly disrupts the performance of the package and if V.S.O. does not remedy the problem.
- Participants are also entitled to a price reduction and/or compensation in the event of non-performance or poor performance of the Travel Services.
- V.S.O. shall provide assistance if the traveller is in difficulty.
- If V.S.O. becomes insolvent, the amounts paid will be refunded. If V.S.O. becomes insolvent
  after the start of the package and if transport is included in the package, the repatriation of
  the participants is guaranteed. V.S.O. has taken out insolvency protection with the company
  APST 15 AVENUE CARNOT, 75017 PARIS, France if services are refused due to the insolvency
  of V.S.O.

#### 3.2.2. CANCELLATION OF THE CONTRACT BY THE PARTICIPANT

If you wish to cancel the contract for a Tourism Package, you may do so at any time before the start of the Travel Services included in the Tourism Package.

However, it is not possible to terminate the Tourism Package partially, i.e. to terminate only certain specific Travel Service(s) included in the Tourism Package.

Your request for cancellation of the Tourism Package must indicate your booking number.

The moment of termination of the contract is deemed to be the date of receipt by V.S.O. of the notification of the wish to terminate the contract sent by registered letter with acknowledgement of receipt only.

#### 3.2.2.1. Payment of cancellation costs

If you decide to terminate the agreement, V.S.O. will ask you to pay appropriate and justifiable termination costs.

V.S.O. will calculate the amount of the cancellation costs on the basis of the actual costs, i.e. the price paid by the participant, minus any cost savings and any income realised as a result of V.S.O.'s Travel Services being made available again.

At the request of the participant, V.S.O. will justify the amount of resolution costs withheld.

# 3.2.2.2. Occurrence of a case of Force Majeure

You have the right to terminate the agreement before the start of the performance of the Travel Services of the Tourism Package without paying termination costs if exceptional and unavoidable circumstances occur at the destination or in the immediate vicinity of the destination that have a significant impact on the performance of the agreement or on the transport to the destination. In this case, you have the right to a full refund of the payments made, without the possibility of further compensation.

WE STRONGLY ADVISE YOU TO TAKE OUT INSURANCE TO COVER YOU IN THE EVENT OF CIRCUMSTANCES REQUIRING YOU TO CHANGE OR CANCEL YOUR TRIP.

#### 3.2.3. CANCELLATION OF THE CONTRACT AT THE INITIATIVE OF V.S.O.

In addition to the sums set out in Article 3.1.5.2.1, you may also be entitled to additional compensation when you purchase a Tourism Package.

#### 3.2.4. TRANSFER OF THE CONTRACT

If you wish to transfer the Travel Service included in a Tourism Package, you must inform V.S.O. by registered letter with acknowledgement of receipt at the latest 7 days before the start of the execution of the Travel Services concerned, indicating precisely the name(s) and address(es) of the transferee(s) taking part in the trip and proving that they meet the same conditions as you to benefit from the Travel Services included in the Tourism Package.

You must then pay the exact amount of the costs incurred by V.S.O. to carry out such a transfer, for which the corresponding receipts can be presented to you on request, as well as the processing costs.

You then have a maximum of 5 (five) days, following the request for payment of these sums made by V.S.O., to comply.

You and the transferee will be jointly and severally liable for the payment of any balance of the price as well as for the additional costs incurred by this transfer.

Any insurance policies taken out on time to are not refundable or transferable under any circumstances.