

# SPORTS RULES AND GENERAL TERMS OF SALE PARIS-NICE CHALLENGE 2025 EDITION

# Version updated on December 5th, 2024

#### **PREFACE**

The 8<sup>th</sup> edition of Paris-Nice Challenge (hereinafter the **Event**) is organised on March 15<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**).

# 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**),

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.timeto.com/en-GB/sports/cycling/paris-nice-challenge">https://www.timeto.com/en-GB/sports/cycling/paris-nice-challenge</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 and the Rules, the terms of the Rules shall prevail over A.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 rando-sportive that takes place on the route of the 8<sup>th</sup> stage of Paris-Nice professional race.

The route of the 2025 edition of the event is approximatively 131 Kilometres and will make a loop from Nice to Nice.

During the Event, at a point on the route to be communicated later by the Organiser, participants will have the opportunity to complete an optional loop towards the Col de la Madone (18km loop with a positive gradient of 545m). After a certain time to be communicated later by the Organiser, participants will no longer be able to complete this loop for logistical reasons. It should be noted that this optional loop is run under the same conditions as the rest of the route of the Event, i.e. on roads open to traffic, in compliance with the rules set out in the French Code de la route and with the presence of safety personnel.

The route is mainly on roads open to traffic. For everyone's safety and to ensure optimum coexistence with the other users of these public spaces, it is essential that each participant is particularly vigilant and respects, throughout the route, the **French CODE DE LA ROUTE** (traffic lights, right of way, cycle paths, etc.), the signposting put in place by the Organiser (barricading, signposting, tape, signs indicating passages requiring special attention, etc.). ), the signposting put in place by the Organiser (barricades, signposting, tape, signs indicating passages requiring special attention, etc.) and the instructions given by the forces of law and order and by security personnel who may be present at certain intersections/road crossings to facilitate the passage of participants without, however, being in a position to ensure their priority passage.

Details of the routes will be posted on the Event's website and 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, you must be at least 18 (eighteen) years old on 31 December 2025.

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

This non-timed Event does not require a medical certificate or licence. However, the Organiser draws the attention of the participant or his legal representative, where applicable, to the fact that the participant will have to make efforts that are sometimes intense and/or continuous over the entire distance of the course and that he must remain vigilant in order not to injure him.

Consequently, the participant or his legal representative guarantees that the participant is in good general health and acknowledges the risks inherent in taking part in the Event.

#### 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 convocation, available to download on *time to* and/or sent by e-mail prior to the Event,
  - o The participant's valid official identity document.

Bibs can be collected from the dedicated area in the Event Village (located on the Promenade des Anglais, Quai des Etats-Unis, 06000 Nice) on Friday 14 March from 2pm to 7pm and on Saturday 15 March from 6.30am to 8am.

Bibs cannot be sent by post.

**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 December 9<sup>th</sup>, 2024 for pre-registrants and from December 11<sup>th</sup>, 2024 for the general public.

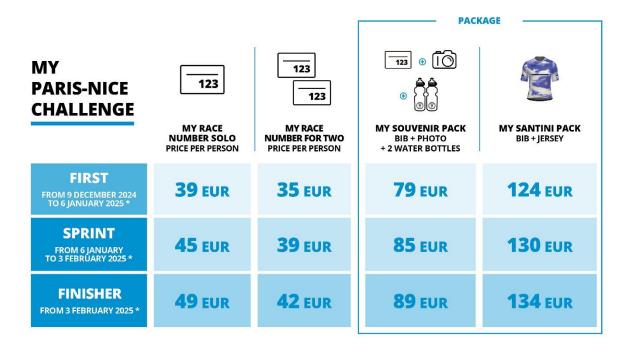
Any person wishing to take part in the Event (or its legal representant if applicable) agrees to register as a member of *time to* beforehand. To this end, this person must complete a *time to* registration form and accept without reservation the *time to* Terms of Use and Privacy Policy. This person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



\* WITHIN THE LIMITS OF BIBS AVAILABLE AT THIS RATE

In the event that the limited number of race numbers for a prize category (First, Sprint or Finisher) is reached before the date indicated, the rates applicable to the next higher category, subject to availability, will be applied regardless of the dates indicated in the above price list.

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.

# 1.6.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 not timed so that participants can fully enjoy the Paris-Nice Challenge experience at their own pace.

There will be no rankings.

# 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.

# 1.6.4. Feeding points

Each participant will have access to the feeding points set up along the route and after the finish line.

When leaving a feeding point, each participant must ensure that he or she 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. 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.

The end-of-race system, consisting of a minibus, will only take charge of participants who have fallen, suffered mechanical damage or physical problems and who are unable to reach the finish by their own means. Participants taken in charge by this mobile unit will have their bib permanently invalidated.

Participants will have a maximum time of 9 (nine) hours 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 limits will correspond to the times at which the participant will be considered to be out of time if he has not left the corresponding feeding point.

#### 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.

**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/parisnicechallenge/en/">https://aso.sam-assurance.com/parisnicechallenge/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 <u>parisnicechallenge@aso.fr</u>, 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.

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.

# **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 or pedal-assist 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 "Paris-Nice Challenge" 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:parisnicechallenge@aso.fr">parisnicechallenge@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:parisnicechallenge@aso.fr">parisnicechallenge@aso.fr</a>

I hereby notify you of my withdrawal from the contract for the sale of the goods (*) / for 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 – Paris-Nice Challenge
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 <a href="https://www.bloctel.gouv.fr/accueil">https://www.bloctel.gouv.fr/accueil</a>.

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.timeto.com/en-GB/sports/cycling/paris-nice-challenge">https://www.timeto.com/en-GB/sports/cycling/paris-nice-challenge</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:parisnicechallenge@aso.fr">parisnicechallenge@aso.fr</a> or by post to the following address:

Amaury Sport Organisation (A.S.O.)
Paris-Nice Challenge
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.