

GENERAL CONDITIONS OF SALE

MONTPELLIER METROPOLE MARATHON

2022 EDITION

If you have ordered, for a fee or free of charge, a "Montpellier Metropole Marathon" race number from the Organiser via the website or mobile www.marathonmontpellier.fr and the NJUKO registration platform, then the present General Terms and Conditions of Sale of the Montpellier Metropole Marathon are applicable to you and constitute the sales contract that binds you to the Organiser. Moreover, if you participate to the event as a runner, the Rules are also applicable to you.

1. FIELD OF APPLICATION

The present General Terms and Conditions of Sale of the Montpellier Metropole Marathon are not applicable to goods and services that you may have acquired, in any way whatsoever, from a third party, whether or not this third party is mandated - licensed - by the Organiser. The products and services concerned by the present General Terms and Conditions of Sale of the Montpellier Metropole Marathon are only those provided directly by the Organiser and ordered via the website or mobile www.marathonmontpellier.fr and the registration platform NJUKO.

2. PRICES

The offers of products and services are valid as long as they are visible on the website www.marathonmontpellier.fr and the registration platform NJUKO. The prices are indicated excluding delivery costs and other particular services to which you may have subscribed. The prices of the race numbers are specified in the Regulations. The Organiser reserves the right to organise exceptional promotions outside of the price ranges indicated to allow you to benefit from a privileged price during a given period. The price of the products and services is indicated in euros, including all taxes, at the rates in force on the day of the order. The 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 V.A.T. applicable at the day of the order and any change of the legal rate of V.A.T. will be automatically reflected on the price of the products presented on www.marathonmontpellier.fr and the platform of inscription NJUKO. However, the prices cannot be modified once the order of the user is placed. Orders to countries outside the European Union are not subject to the French VAT. The prices indicated on www.marathonmontpellier.fr and the NJUKO registration platform 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 rights and sums are not the responsibility of the Organiser and are at your charge. They are your sole responsibility, both in terms of declarations and payments to the authorities and/or competent

bodies in the country of delivery. The Organiser recommends that you contact the customs authorities for further information.

3. AVAILABILITY

The availability of products and services is normally guaranteed. In the event that, after your order, a product or service becomes totally or partially unavailable, the Organiser will warn you as soon as possible of this unavailability and will give you the possibility either to be delivered another product or service of equivalent quality and price, or to be reimbursed for the price or service ordered within thirty (30) days of the request for reimbursement.

4. HOW TO PLACE AN ORDER

Orders can only be placed through www.marathonmontpellier.fr and the NJUKO registration platform. No orders sent by e-mail or by post can be taken into account by the Organiser. When placing your order on www.marathonmontpellier.fr and the NJUKO registration platform, you must confirm your order after selecting the products added to your basket. Before confirming your order, you must check the content of your basket (identification and quantity of products and services) before validating them, accepting the present General Terms and Conditions of Sale of the Montpellier Metropole Marathon and the Regulations. The Organiser will acknowledge receipt of your order by sending you an order confirmation e-mail including the summary of your order and your payment receipt.

5. METHODS OF PAYMENT

Except in exceptional cases, only online payments by credit card via the NJUKO registration form are allowed. The online payments on NJUKO are made via a secured payment platform, completed by specific control measures, in order to guarantee the security of the purchases made on NJUKO and to fight against fraud. The coordinates of your payment card communicated at the time of your order never pass in clear on the Internet network: they are encrypted thanks to a protocol of safety SSL.

6. SHIPMENT AND DELIVERY

Apart from the event numbers, which are to be collected under the conditions defined in the present Rules, the products and services ordered can be delivered under the price conditions proposed at the time of your order.

7. RIGHT OF WITHDRAWAL

7.1. Purchase of leisure services or personalised products

Leisure services" means the purchase of a race number, accommodation, a meal ticket, etc. You do not have a right of withdrawal for the purchase of leisure services that must be provided on a specific date or at a specific time, in accordance with the following legal provisions of Article L. 121-20-4 of the French Consumer Code:

« Les dispositions des articles L. 121-18, L. 121-19, L. 121-20 et L. 121-20-1 ne sont pas applicables aux contrats ayant pour objet : [...] 2° La prestation de services d'hébergement, de transport, de restauration, de loisirs qui doivent être fournis à une date ou selon une périodicité déterminée. Les dispositions des articles L. 121-18 et L. 121-19 sont toutefois applicables aux contrats conclus par voie électronique lorsqu'ils ont pour objet la prestation des services mentionnés au 2 ».

The same applies to personalised products such as flocked t-shirts, engraved medals, or personalised posters, in application of the provisions of article L. 221-28 of the Consumer Code.

It is specified that you will not be able to take out cancellation guarantee specific to tourist services (Accommodation Pack and Tourist Pass).

Reservations for accommodations can be cancelled, and refunded, up to 30 days before your arrival. After that, you will not be entitled to any refund of this service.

7.2 Information on tourism services

All Tourist Services shall be reserved in the name of the participant, as indicated at the time of registration.

It is therefore strictly forbidden to transfer any nominative Tourism Services to a third party.

The renunciation by the participant, before or during the execution of the Services, whether voluntary or involuntary, of certain Tourism Services shall not give rise to any financial compensation of any kind, except those set out in 7.1

7.3. Purchase of non-personalised merchandising products and other products

In accordance with the legal provisions in force, you have a period of fourteen (14) days from receipt or collection of the merchandising product sold by the Organiser to withdraw from the contract. You may exercise this right of withdrawal without having to give any reason or pay any penalty and request a refund of the product ordered from the Organiser. This right does not apply to personalised or custom-made items (ex. personalised T-shirts with flocking, engraved medals, photo, or video packs).

You can exercise your right of withdrawal by contacting the Montpellier Metropole Marathon Customer Service at contact@marathonmontpellier.fr, who will tell you how to proceed. You can also send a letter to the Customer Service at the Organizer's address.

Your request for withdrawal must be received by the Organiser no later than fourteen (14) days following your collection or receipt of the order. You then have another fourteen (14) days to return the product(s) concerned by the withdrawal to this address:

Montpellier Athlétic Méditerranée Métropole
Service Clients du Marathon de Montpellier Métropole
42b Avenue Charles Flahault
34090 Montpellier
FRANCE

7.4. Reimbursement in the event of withdrawal

In the event of exercising the right of withdrawal and reimbursement within the above-mentioned time limits, only the price of the product(s) purchased, and the shipping costs will be reimbursed. You are responsible for the return shipping costs. The returned products must be intact, in perfect condition for resale, in their original packaging. Items returned incomplete, damaged, or soiled by the consumer will not be returned or refunded. You must enclose a copy of the proof of purchase with your return.

If you exercise your right of withdrawal, the Organiser will reimburse the sums paid (including delivery costs) at the latest within fourteen (14) days from the date on which the Organiser is informed of the consumer user's decision to withdraw. The refund date may be deferred until the products have been recovered or until you have provided proof of shipment of the products, whichever comes first. Refunds will be made by the same method of payment as used for the order. The Organiser is not obliged to refund any additional costs if you have expressly chosen a more expensive delivery method than the standard one offered. In the event of abnormal or abusive returns, the Organiser reserves the right to refuse a subsequent order. For products and services purchased from external parties through the Organiser, you are required to refer to the terms and conditions of the third-party seller, for which the Organiser cannot be held responsible.

8. PRODUCT CONFORMITY AND LEGAL GUARANTEE

For the products that you buy from the Organiser and via www.marathonmontpellier.fr and the NJUKO registration platform, the Organiser is responsible for the defects of conformity of the product, object of the contract, under the conditions of article L. 221-4 and following of the Code of consumption and for the latent defects of the thing sold under the conditions envisaged in articles 1641 and following of the Civil code. Regarding the guarantee of hidden defects, you may decide to implement this guarantee in the sense of article 1641 of the Civil Code and in this case, you may choose between the resolution of the sale or a reduction of the sale price.

Please note: For products purchased from third party sellers, such as the photo pack, you must contact the seller concerned to exercise your rights, as the Organiser cannot substitute itself for this seller.

9. LIABILITY - FORCE MAJEURE

The Organiser undertakes to describe the services and products offered on www.marathonmontpellier.fr and the NJUKO registration platform as accurately as possible. On the other hand, the responsibility of the Organizer could not be committed in the case where the non-fulfilment of its obligations would be ascribable either to the unforeseeable and insurmountable fact of a third party to the contract or to a case of absolute necessity as defined by the article 1218 of the Civil code and by the French jurisprudence. Similarly, the Organiser cannot be held responsible for any inconvenience or damage inherent in the use of the Internet network, in particular a break in service, external intrusion, or the presence of computer viruses.

10. PERSONAL DATA

When ordering a product or service related to the event from the Organiser, 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 NJUKO. Some of these data allow you to be identified, directly or indirectly, and can be considered as personal data in the sense of the applicable regulations on personal data protection. In general, the personal Data communicated are intended for the authorized personnel of the Organiser, which is responsible for the processing of these Data and for its possible subcontractors.

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

- To enable the creation, management and access to your account;
- To provide the information and Services requested, including allowing you to register for events on www.marathonmontpellier.fr, and to allow the sale of products and services on www.marathonmontpellier.fr and the NJUKO registration platform;
- To enable the processing, tracking and management of your event registrations;
- To offer personalised Services based on your profile information, including advice and training programmes;
- To facilitate collection and fight against fraud;
- To enable the management, modification and improvement of the Organiser's products and services;
- Send emails or post messages to provide you with useful information such as order confirmations, updates, newsletters about the Organiser's activities.
- Send emails or SMS to provide you with information, announcements and updates relating to the event you have registered for;
- To collect information, in particular by means of polls, surveys or questionnaires that the Organiser communicates to you.

- To ensure compliance with applicable legal and regulatory provisions, in particular with regard to the medical non-indication of the participant's participation in the event;
- To send emails or SMS to inform you of other events that may be of interest to you based on the information you have provided in your profile;
- To enable the marketing and promotion of the Organiser's services;
- To send emails or SMS, in order to communicate promotional offers, advertisements or other commercial communications from our event partners.
- To enable participants to communicate with each other;
- Organise lotteries and competitions and allow you to register and participate in them;
- To inform you of your results, to communicate your diplomas;
- To enable any other purpose specified at the time of collection of the Data.
- To collect information, in particular by means of polls, surveys or questionnaires that the Organiser communicates to you.
- To ensure compliance with applicable legal and regulatory provisions, in particular with regard to the medical non-indication of the participant's participation in the event;
- To send emails or SMS to inform you of other events that may be of interest to you based on the information you have provided in your profile;
- To enable the marketing and promotion of the Organiser's services;
- To send emails or SMS, in order to communicate promotional offers, advertisements or other commercial communications from our event partners.
- To enable participants to communicate with each other;
- Organise lotteries and competitions and allow you to register and participate in them;
- To inform you of your results, to communicate your diplomas;
- To enable any other purpose specified at the time of collection of the Data.

10.1. Sharing of Data

The Promoter may share Data about you with third parties. The Organiser may disclose Data to its subsidiaries and affiliates, in which case their use is subject to these terms. If you have ordered products or services from our partners through the Organiser, the Organiser may share your Data with the relevant partners to fulfil your request. These third parties may send you communications, correspondence and emails. If you have consented when ordering a product or service related to the event to receive communications from the Event Partners, the Event Partners may send you communications, correspondence and emails.

Finally, the Organiser may share the Data you submit to us with its suppliers, service providers, subcontractors or agents who perform certain tasks on behalf of the Organiser. For example, these suppliers may be the timekeeper, the manufacturer of race numbers, the company in

charge of medical assistance. These partners have agreed to maintain the confidentiality, security and integrity of the Data.

The Data is hosted in France.

You are likely to receive by telephone call and/or postal mail or by e-mail or SMS promotional offers of the commercial partners of the Organiser, to whom the Data could be transmitted and yielded at ends of commercial prospecting, provided that you checked the box envisaged to this end at the time of your order on www.marathonmontpellier.fr and the platform of inscription NJUKO. In any case, you can at any time oppose to it according to the conditions envisaged below.

In accordance with the amended law of 6 January 1978 relating to data processing, files and freedoms, you have the right to question, access, rectify and oppose for legitimate reasons all Data concerning you, as well as the right to oppose commercial prospecting by the Organiser and/or its commercial partners. You also have the right to formulate specific or general directives concerning the conservation, deletion and communication of your Data post mortem. You can exercise all these rights by e-mail to the computer address contact@marathonmontpellier.fr or by post with a copy of a signed identity document, addressed to:

***Montpellier Athlétic Méditerranée Métropole
Service Clients du Marathon de Montpellier Métropole
42b Avenue Charles Flahault
34090 Montpellier
FRANCE***

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

11. 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 www.bloctel.fr website.

If you are concerned by e-mail prospecting, you can also unsubscribe from newsletters by clicking on “Je me désinscris” at the bottom of the e-mail.

If you are concerned by prospecting by SMS, you can also unsubscribe by sending the words "STOP SMS" to 36007.

12. CONTACT DETAILS OF THE ORGANISER - LEGAL NOTICE

The Organiser and publisher of the website <http://www.marathonmontpellier.fr> is the Montpellier Athlétic Méditerranée Métropole (MA2M) association, SIREN number 513 423

442, whose head office is in Montpellier (34090) France, 42b Avenue Charles Flahault, represented by its President, Mr Alexandre Bonacorsi.

Director of the publication: Alexandre Bonacorsi, President

Tél : + 33 (0)4 67 63 17 39

The <http://www.marathonmontpellier.fr> website is hosted by OVH, whose registered office is located in Roubaix (59053), 2 rue Kellermann, BP 80157, Cedex 1.

12.1. Disputes, mediation, and applicable law

Any complaint arising from the event must be made in writing, in French or English, stating the surname, first name and race number of the participant, addressed to the Organiser's head office by e-mail to the following address: contact@marathonmontpellier.fr

Or by post to the following address:

***Montpellier Athlétic Méditerranée Métropole
Service Clients du Marathon de Montpellier Métropole
42b Avenue Charles Flahault
34090 Montpellier
FRANCE***

You may also refer the matter to the competent sectoral public consumer ombudsman where one exists. In order to refer the matter to a consumer ombudsman, the participant must first contact the Organiser by sending a registered letter with acknowledgement of receipt to the above-mentioned address. If there is no response within two (2) months or if the Organiser's response is unsatisfactory, you may, before bringing the matter before a competent court and within one (1) year of the date of sending the first notification to the Organiser, have recourse free of charge to the mediation service for consumer disputes relating to the event by contacting the competent public consumer mediator.

The present General Terms and Conditions of Sale of the Montpellier Metropole Marathon have been drafted in French, which will be considered as the official language, and therefore translated into English. They are subject to French law. Any difficulty relating to the event which could not be amicably settled between the Organiser and the participant shall fall under the exclusive competence of the competent civil courts.