

SPORTS RULES AND
GENERAL TERMS OF SALE
SCHNEIDER ELECTRIC MARATHON DE PARIS
2024 EDITION

Version updated on December 14th, 2023

PREFACE

The 47th edition of Paris Marathon, Schneider Electric Marathon de Paris (hereinafter **the Event**) is organised on April 7th, 2024 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 any order of products or services relating to the Event made with the Organiser through the intermediary of the registration platform *time to* (hereinafter **A.S.O.'s General Terms of Sale**).
- (iii) the general terms of sale applicable in case of subscription of the "Bateaux-Mouches cruise" option, the "Dinner cruise on the Seine" option and the "VIP Hotel" option, where applicable, included in a package (hereinafter the **Travel Service**) placed with V.S.O, through the intermediary of the registration platform *time to* (hereinafter **V.S.O.'s General Terms of Sale**).

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

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

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

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

The Organiser may revise and update A.S.O.'s and V.S.O.'s General Terms of Sale and the Rules at any time; make sure to check them regularly. Any changes which are made apply immediately after notification, through any means including, but not limited to, publication of a revised version of

these General Terms of Sale and Rules on the Event's website <https://www.schneiderelectricparismarathon.com>. In the event of significant changes to the General Terms of Sale and/or the Rules, the Organiser will strive to inform you by email at the address provided on *time to*.

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

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

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

I. SPORTS RULES

These Rules apply to all participants in the Event. They form an integral part of the General Terms of Sale referred to above.

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

1.1. THE ROUTE

The route of the Event is 42,195 km long, according to the International Association of Athletics Federations (World Athletics rule).

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

1.2. PARTICIPATION CONDITIONS – LICENCE – MEDICAL CERTIFICATE

To take part in the Event, you must be at least twenty (20) years old at the latest on 31 December 2024.

The age categories will result in a separate classification in agreement with the French Athletics Federation (ci-après la **FFA**). A handisport classification and a company classification will also be established.

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

By participating in the Event, you are taking part in one of the sports events organised or approved by a sports federation. Consequently, your participation is subject to the compulsory presentation of:

- **One of the following licences issued by the FFA: « Athlé Compétition », « Athlé Entreprise », « Athlé running » or « Pass' J'aime Courir »**, being valid at the date of the

Event, bearing proof of the issue of a medical certificate stating that there is no contraindication to athletics in competition.

- **A valid sports licence issued by one of the following French Federation**, being valid at the date of the EVENT, on which is stated « non contre-indication à la pratique du sport en compétition », « non contre-indication à la pratique de l'Athlétisme en compétition » or « non contre-indication à la pratique course à pied en compétition »:
 - Fédération des clubs de la défense (FCD),
 - Fédération française du sport adapté (FFSA),
 - Fédération française handisport (FFH),
 - Fédération sportive de la police nationale (FSPN),
 - Fédération sportive des ASPTT,
 - Fédération sportive et culturelle de France (FSCF),
 - Fédération sportive et gymnique du travail (FSGT),
 - Union française des œuvres laïques d'éducation physique (UFOLEP) ;
- or, a **medical certificate** or copy thereof, which must be less than one year old at the date of the Event, for unlicensed persons to whom the Event is open.

Mandatory wording on the medical certificate: It is specified that your medical certificate must imperatively state one of the following three mentions:

- « non contre-indication à la pratique de l'athlétisme en compétition »: the lack of any contraindication to the practice of competitive athletics.
- « non contre-indication à la pratique de la course à pied en compétition »: the lack of any contraindication to the practice of competitive running.
- « non contre-indication à la pratique du sport en compétition »: the lack of any contraindication to the practice of competitive sport.

Prior to the Event, participants may send their medical certificate or photocopy of the licence in digital format through the upload tool accessible on their *time to* account.

No medical certificate sent by post or e-mail will be taken into account.

These digital items must be submitted sufficiently in advance of the Event and no later than 15 days prior the Event to enable the Organiser to approve them. The participant should, therefore, check their time to account to ensure their document has been approved. If this is not the case, this item should be physically submitted when the race numbers are collected.

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

WARNING! Participants residing abroad:

You must provide a medical certificate stating one of the mandatory wordings stated above, even if you hold a competition licence issued by a federation which is affiliated to the World Athletics.

This certificate must be dated less than one year before the date of the Event, signed and allow the authentication of the doctor, whether or not the latter is established on French territory.

If the doctor is not established on French territory, the medical certificate must be drawn up in one of the following languages: French, English, Spanish, German, Italian or Portuguese.

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 must strictly respect the aforementioned Health Protocol and acknowledges the Organiser's right to refuse participation/access to - or to exclude from - the Event any participant infected by COVID-19 or for non-compliance with the aforementioned measures without the Organiser's liability being engaged or sought as a result.

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

Regarding the above-mentioned document attesting to the non-infection by the COVID-19 virus to be presented to the Organiser to have access to the Event:

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.

This document contains 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. RACE NUMBER COLLECTION

Race numbers must be collected, upon presentation of the following documents:

- Your licence or medical certificate which meet the aforementioned conditions (only if it hasn't been uploaded and validated beforehand on your *time to account*),
- Your notification letter with the QR Code which can be downloaded on your *time to account* and/or sent by email before the Event,
- Your official, valid identity document.

Race numbers can only be collected in the dedicated area in the Event Village, on Thursday April 4th, Friday April 5th and Saturday April 6th 2024. Precise hours will be communicated later.

Event Village: Run Experience 2024 : Parc des Expositions - Porte de Versailles - 75015 Paris.

The allocation of race numbers is firm and definitive.

Race numbers cannot be sent by post or collected on the day of the Event.

The race number is mandatory in order to access to the departure area and must remain completely visible throughout the race, including in the event of bad weather.

1.5. 2024 REGISTRATION CONDITIONS AND PRICES

Registrations for the Event may only be done on *time to* (www.timeto.com), from April 5th 2023.

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

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

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

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

The organisation declines all responsibility should such an accident occurs.

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

1.5.1. Race numbers

A.S.O.'s General Terms of Sale are applicable to the purchase of any race number.

2024 PRICES

For reasons of safety of the Event, the Organiser reserves the right to limit the number of race numbers available.

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

MY PARIS MARATHON



STARTING BLOCK FROM 05/04/2023 TO 01/05/2023 LIMITED QUANTITIES*	110 EUR	200 EUR	160 EUR	160 EUR	-	-
FIRST FROM 01/05/2023 TO 19/06/2023 LIMITED QUANTITIES*	120 EUR	220 EUR	170 EUR	170 EUR	360 EUR	360 EUR
EARLY FROM 19/06/2023 TO 30/09/2023 LIMITED QUANTITIES*	125 EUR	230 EUR	185 EUR	175 EUR	365 EUR	365 EUR
REGULAR FROM 30/09/2023 TO 04/12/2023 LIMITED QUANTITIES*	130 EUR	240 EUR	190 EUR	180 EUR	370 EUR	370 EUR
LAST MINUTE AS SOON AS THE REGULAR QUOTAS END LIMITED QUANTITIES*	150 EUR	-	220 EUR	200 EUR	390 EUR	390 EUR

* WITHIN THE LIMITS OF THE RACE BIBS AVAILABLE AT THIS RATE

In the event that the limited quantities corresponding to the category Price 1 is reached, the prices corresponding to the category immediately higher, within the limit of quantities available, would be applied regardless of the dates indicated in the preceding table.

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 race number.

1.5.2. Travel Service

At the time of registration, Travel Services (sightseeing, transport), associated with the purchase of a race number to participate in the Event, are also proposed.

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

- Bateaux-Mouches cruise: non-nominative ticket, valid until August 2024, to be collected at the Run Expérience at the options picking up stand. During the day or in the evening, the commented panoramic cruise is a must to discover the most beautiful monuments from a boat, as a couple, with family or friends. The cruise takes about 1 hour 10 minutes and is commented in 6 languages. Departures from the Pont de l'Alma, near the Champs-Élysées, from 10.00 am to 10 pm. Free map of the route, available in 25 languages. The description can be consulted on the Event website and when you register on *time to*.
- Dinner cruise on the Seine: gift voucher valid until 15 June 2024 including a dinner cruise on the Seine for 1 (one) person. This gourmet cruise along the Seine aboard the Diamant Bleu will leave at 7.30pm from the Quai d'Austerlitz and return to the quay at 11.15pm. The dinner includes: starter / main course / dessert / mineral water / half a bottle of champagne and live music. The gift voucher will be sent by e-mail on the Monday before the race and the dinner

must be booked no later than 3 (three) days before the desired date on the Diamant Bleu website using the gift code.

A dinner cruise on the Seine for 2 (two) people is included in addition to the race number in the "My Paris Experience" pack.

- VIP Hotel: 1 (one) to 3 (three) nights for one person at a 4-star hotel located close to the Champs-Élysées and a 15-minute walk from the start of the race, including a dinner on 6 April 2024 and a breakfast per night. The participant's race number and bag will be delivered directly to its room (subject to validation of its medical certificate before 29 March 2024). Non-cancellable and non-refundable purchase (except if cancellation insurance is taken out and subject to compliance with the conditions imposed by such insurance). Supplement of €20 per night for double occupancy (dinner not included for the second person). The description is available on the Event website and when you register on *time to*.

1.6. CANCELLATION FROM THE PARTICIPANT'S INITIATIVE

For participants who so wish, a "cancellation" insurance policy is offered as part of the PASS EVENT J'AIME COURIR at the time of registration for the Event on *time to*, the notice of which can be consulted on the Event website <https://www.schneiderelectricparismarathon.com/Registration/Register/Insurance> and at http://www.jaimecourir.fr/pdf/AssuranceAnnulation_PassEvent.pdf. This option must be subscribed to before the validation of the order. This option allows you, under certain conditions established by the insurer chosen by the Organiser, to be reimbursed in whole or in part for the price of your race number, under the conditions described in the aforementioned notice.

1.7. OFFICIAL JURY – CHONOMETRY – FEEDING POINTS

Schneider Electric Marathon de Paris carries the national FFA label.

The Official Jury consists of a referee of the FFA, whose decision power is final. The referee is assisted by judges and race stewards, also appointed by the FFA.

The Event is timed. The timing will be taken every five (5) kilometres, as well as on kilometres one (1), twenty-one, one (21,1) and at the finish line.

Feeding stations are set up approximately every five (5) kilometres along the course and after the finish line for all participants.

Participants will have a maximum time of six (6) hours to complete the course to the finish line. Any participant exceeding this maximum time will be disqualified.

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

1.8. GENERAL SERVICES

Road safety is ensured by the Préfecture de Police, the medical service by the Organiser's service provider and, if necessary, by the French Red Cross and the Protection Civile. The latter may decide to withdraw a participant from the race for medical reasons. Under no circumstances can the Organiser be held responsible for a participant who is unable to finish the race following a decision to withdraw from the race taken by these general services.

1.9. ACCESS TO THE SITE AND SECURITY

The introduction onto the Event site of any potentially dangerous or illegal items, including drugs, firearms, blunt objects and explosive materials is strictly prohibited.

In order to gain access and to participate in the Event, the participant expressly acknowledges and agrees that the Organiser may employ security personnel, who will be authorised to screen persons and their belongings. Any person wishing to access the site agrees to submit to this control. In the event of refusal to submit to this control, the person will not be authorised to access the site.

The Organiser and the security personnel are entitled to refuse access to or continuation of the Event to participants whose behaviour is likely to disrupt the smooth running of the Event, in particular and without limitation: introduction of any object that could potentially hinder in any way the progress of the race, 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; abnormal, inappropriate or amoral behaviour by the participant, particularly if the latter appears to be under the influence of drugs or alcohol.

The course takes place on roads closed to traffic. Nevertheless, after the end of the race vehicle has passed, participants will have to comply with the traffic regulations of the French “Code de la Route”.

1.10. TIMING SYSTEM

All participants will be given an electronic chip when they pick up their race number (a chip in the form of a strip glued behind each race number) which will be automatically initialised at the start line and will serve as a check on the regularity of the race every five (5) kilometres and at the finish. In order to allow 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, 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 always 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.

1.11. INSURANCE

Cancellation insurance: All participants in the Event may take out a “PASS EVENT J’AIME COURIR” when they register for the Event, containing cancellation insurance, as set out in article 1.6 of this document, the notice of which can be consulted at the following address: http://www.jaimecourir.fr/pdf/AssuranceAnnulation_PassEvent.pdf.

Civil liability insurance: In accordance with current legislation, the Organiser has taken out insurance covering the financial consequences of its civil liability, that of its employees and of all participants in the Event. With regard to the civil liability of participants, the intervention of this insurance for the latter is limited to accidents that they may cause during the course of the Event. This guarantee will be provided in addition to or in the absence of other insurance policies that the participants may have elsewhere. Proof of insurance can be provided to any participant on request.

Personal accident: All participants in the Event, whether or not they are members of a sports federation, can take out insurance when they register for the Event or at the latest when they collect their race number, guaranteeing the payment of a lump sum in the event of physical injury (death or permanent disability) due to an accident occurring on the Event course. Compensation, depending on the damage and the limits of cover chosen, is paid if the insured person is the victim of an accident during his/her participation in the Event.

THIS INSURANCE IS OPTIONAL BUT IS HIGHLY RECOMMENDED. It can be taken out in addition to or in the absence of a similar insurance held in particular via a sports licence. The information notice and the application form are available on *time to* in the FAQ section.

Material damage: The Organiser declines all responsibility for damage (theft, breakage, loss, etc.) to participants' personal belongings. Participants may not, therefore, take action against the Organiser for any damage caused to their equipment. It is the responsibility of each participant to take out insurance to cover these risks.

1.12. USE OF IMAGES

1.12.1. Participant's image:

As the Event may be recorded for the purposes of communication to the public, in any form (notably photo, video...), on any existing or future support, in any format, for any communication to the public worldwide, for any use including advertising and/or commercial purpose, each participant expressly authorises the Organiser, its assignees or beneficiaries (notably its commercial partners) to record and reproduce, on any support and by any means, and subsequently to reproduce and represent, without remuneration of any kind, his/her name, voice, image and, more generally his/her sports performance in the context of the Event (hereinafter their "**Image**"), for a duration not exceeding ten (10) years following the date of the Event. In this respect, the participant expressly authorises the Organiser to grant sub-licences to the Event's partners to use his/her Image for commercial and advertising purposes.

To this end, each participant expressly and irrevocably authorises the Organiser, its assignees or beneficiaries (notably its commercial partners), in order to meet the requirements of advertising, promotional and/or commercial campaigns, to:

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

The participant guarantees that he/she is not bound by an exclusive contract concerning the use of his/her Image.

The participant is informed and accepts without reservation that his/her participation in the Event implies the record of his/her Image by the Organiser's official service providers. His/her Image reproduced in photo and/or video format will be accessible on the *time to* website in the "My Account" area and for one (1) year on the Event website in the "Results" section and, if applicable, on the website of A.S.O.'s photo and/or video service provider. With regard to the Event website, the participant accepts that he/she may be identified by any internet user providing his/her last name, first name and/or race number.

If you wish to object to such publication for a legitimate reason, you must communicate this decision to the Organiser at parismarathon@aso.fr, before the Event and at the latest thirty (30) days before the Event, so that appropriate measures can be taken.

1.12.2. Event Images:

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

1.13. PERSONAL DATA

Generally speaking, personal data communicated by the participants (hereinafter the “Data”) is intended for the authorised personnel of the Organiser, which is the data controller of such Data.

For information on the Organiser’s data protection policy, the Organiser invites you to refer to the A.S.O.’s General Terms of Sales (II) and V.S.O.’s General Terms of Sales (III). As a participant in the Event, the Organiser also invites you to read the following provisions carefully:

At the end of the Event, the information related to your sporting performance (in particular your result, your photos and videos) are published on the Event website, and if applicable, on the FFA website and/or on the website of A.S.O.’s photo or video service provider. Your results associated with your name and region are likely to be used by any media.

If you wish to object to such publication for a legitimate reason, you must communicate this decision to the Organiser at parismarathon@aso.fr, before the Event and at the latest thirty (30) days before the Event, so that appropriate measures can be taken.

If you wish to object to such publication on the FFA website for a legitimate reason, you must communicate this decision to the FFA at dpo@athle.fr before the Event.

“Connected” App

By choosing to participate in the Event, participants recognise that their progress on the course will be accessible by any user having downloaded the **SE Marathon de Paris** app as well as on the Event website, the timing chips allowing to detect your passage every five (5) kilometres approximately.

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

Duration of Data retention

Data is kept for three (3) years from the end of the Event. At the end of this period, A.S.O. will temporarily archive the Data for the longest period of legal prescription applicable for this type of service. Access to them will then be strictly limited to use within a legal or judicial framework.

Health data

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

1.14. AERIAL FILMING

Participants are informed that:

- on the day of the Event, remote controlled aircrafts (drones) may be used for filming purposes;
- participants may be within thirty (30) metres of such drones during all or part of their participation in the Event;

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

1.15. RESPECT FOR THE ENVIRONMENT

In order to respect the environment and the natural areas crossed, it is strictly forbidden to leave litter (paper, plastic wrappers, etc.) on the course. Bins, and if necessary selective waste bins, will be available at each feeding zone and "collection zones" will be installed and signposted at various points along the course. These must be used by the participants.

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

The Organiser reserves the right to award time penalties or to disqualify participants who voluntarily dispose of their waste outside the designated areas.

1.16. FORBIDDEN EQUIPMENT ON THE ROUTE

INTERDICTION: Bicycles, wheeled and/or motorised vehicles are strictly forbidden on the route.

1.17. ANTI-DOPING TESTS

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

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

1.18. MODIFICATION - POSTPONEMENT- CANCELLATION

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

1.18.1. Cancellation of the Event due to COVID-19

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

1.18.2. Cancellation of the Event for any reason other than COVID-19

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

1.19. ADDITIONAL RACES AND RELATED EVENTS

Participants, or where applicable, any person for whom the participant is legally responsible, may be offered on the *time to* website to participate in:

- races in addition to the Event, i.e. any races organised or suggested by the Organiser alongside the Event in a festive atmosphere, taking place in the three (3) days prior to the Event or on the day of the Event (hereinafter the **Additional Races**),
- 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 Related Events recognise and accept that the provisions of Articles 1.12, 1.13, 1.18 et 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 1.11 of these Rules applies to all Related Events for which A.S.O. is the organiser.

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

List of the Additional Races: to be coming

List of the Related Events: Training sessions such as MAS tests, long rides or theme rides as well as conferences.

* = Races or Events organised by A.S.O.

1.20. Special Provisions related to PASS EVENT J'aime courir

The PASS EVENT J'aime courir is a product sold by the FFA through the Organiser on *time to*, allowing you to:

- (i) prepare your race with a personalised programme created by the running coaches of the French Athletics Federation. To access the services included in this Pass, once purchased, you will need to activate your account by clicking on the link included in the "PASS EVENT J'aime courir" e-mail, received within five days of your order.
- (ii) benefit from a cancellation insurance that guarantees the reimbursement of the registration fees of the PASS EVENT holder (price of the race number) who is obliged to

cancel his or her participation in the race, before the start of the race, and for one of the reasons indicated below:

- Death, accident or illness of the insured participant,
- Death, accident or serious illness (requiring hospitalisation) of the insured's spouse, an ascendant or descendant of the first degree occurring in the thirty days preceding the event,
- Refusal of the insured's visa by the French authorities,
- Theft of the insured's identity papers in the 48 hours preceding the departure,
- The insured is summoned to appear before a court.

- (iii) benefit from the services associated with the race, the PASS EVENT J'aime courir allows you to access all the services of jaimecourir.fr: advice, newsletter, training tools, news and good running plans offered by the French Athletics Federation.

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

If you have ordered a paid for or free “Schneider Electric Marathon de Paris” product or service from the Organiser via *time to*, other than the Travel Service, then A.S.O.'s General Terms of Sale are applicable to you and constitute the sales contract that binds you to the Organiser.

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

2.1. FIELD OF APPLICATION

These 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 a third party, whether or not that third party is commissioned or licensed by the Organiser. The products and services covered by these A.S.O.'s General Terms of Sale are only those supplied 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 www.timeto.com website. The prices displayed exclude postage and packaging costs and any other specific services that you may have signed up for.

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

2.4. CONDITIONS FOR PLACING AN ORDER

It is possible to place an order exclusively on *time to*: on line on the site www.timeto.com.

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 having selected the products added to your basket. Before confirming the order, you should check the contents of your basket (reference numbers and quantity of products and services) before confirming and accepting these A.S.O.'s General Terms of Sale and the Rules.

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

2.5. PAYMENT METHODS

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

Online payments to *time to* are made 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 the 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 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 parismarathon@aso.fr which will inform you of the procedures to follow. You can also send a request by post to Customer Services at A.S.O.'s address.

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

Amaury Sport Organisation (A.S.O.)
Customer Services – EGP,
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 – Schneider Electric Marathon de Paris
Service Clients – Droit de rétractation,
Bâtiment Quai Ouest
40-42 quai du point du jour
CS 90302
92650 BOULOGNE BILLANCOURT CEDEX
FRANCE

Email address : parismarathon@aso.fr

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 : _____

Customer signature :

Date : _____

(*) Delete as appropriate

Refund in the event of withdrawal

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

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

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

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

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

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

2.8. PRODUCT CONFORMITY AND LEGAL GUARANTEE

For products that you have bought from the Organiser and via time to, the Organiser is liable for defects in the conformity of the product, covered by the contract, under the terms of Article L.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 : <https://www.timeto.com/en-GB/gestion-des-demandes> or by sending an email to : dpoaso@aso.fr, or by post, accompanied by a copy of the signed identity document, addressed to:

Amaury Sport Organisation (A.S.O)
DPO – Schneider Electric Marathon de Paris
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 <https://www.timeto.com/> 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 <https://www.timeto.com/> website by clicking on the "My Notifications" link.

ORGANISER'S CONTACT DETAILS – LEGAL INFORMATION

The Organiser and publisher of the site <http://www.schneiderelectricparismarathon.com> is Amaury Sport Organisation (A.S.O.), a French Société Anonyme with a share capital of €61,200,240, registered at the RCS de Nanterre under number 383 160 348, and whose headquarters are located in Boulogne-Billancourt 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

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

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

The website <http://www.timeto.com/sports/running/paris-marathon> is hosted by ACTIVE Network, LLC, whose headquarters are located in 717 North Harwood Street, Suite 2500, Dallas, TX 75201, 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 to the following address: parismarathon@aso.fr or by post to the following address:

Amaury Sport Organisation (A.S.O.)
Schneider Electric Marathon de Paris
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 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 (<https://www.cmap.fr/>) 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.

3. V.S.O.'S GENERAL TERMS OF SALE

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.

<p style="text-align: center;">Standard information form for contracts for a Travel Service</p> <p style="text-align: center;">concluded with Voyages Sport Organisation (V.S.O.)</p>

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: info@apst.travel - Tel.: 01 44 09 25 35).

Website on which the Tourism Code can be consulted:

<https://www.legifrance.gouv.fr/affichCode.do?cidTexte=LEGITEXT000006074073&dateTexte=20180705>

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 www.timeto.com. 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 consommation", 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. Principle

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. Cancellation due to insufficient number of participants

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: parismarathon@aso.fr.

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 parismarathon@aso.fr.

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 dpoaso@aso.fr or by post with a copy of a signed identity document, addressed to:

Voyage Sport Organisation (V.S.O)
Schneider Electric Marathon de Paris
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 <https://www.bloctel.gouv.fr/accueil> 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 <https://www.timeto.com/> 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 <https://www.timeto.com/> 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: marathonparis@aso.fr or by postal mail to the following address:

Voyage Sport Organisation (V.S.O)
Schneider Electric Marathon de Paris
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 Mediation 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 (<https://www.cmap.fr/>) 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.