

**INSURANCE FOR “REGISTRATION FEES CANCELLATION FEES OR SUBSCRIPTION TO
THE 2021 ROC D’AZUR”
TERMS AND CONDITIONS FOR INSURANCE PROVIDED UNDER POLICY N°65803894**

The Policyholder, hereinafter called the “Insured”, hereby represents that he/she is not aware, on the date on which coverage is bound, of any event that could give rise to a claim under this policy.

ARTICLE 1-PURPOSE OF COVERAGE

The purpose of this policy is to insure payment of a refund of the registration fees (including pack) to Insureds, when they are obliged to cancel their participation as a result of the occurrence of one of the following events:

- death, accident, or illness of the participant,
- death, accident, or serious illness (accident or illness requiring hospitalisation) of his/her partner or significant other, or the person with whom she/he may be united by or through a civil union, of an ascendant or descendent in the first degree **occurring within thirty days prior to the event.**
- denial of a visa by French governmental authorities so long as no application has been previously denied by such authorities,
- theft of identity card or passport within forty-eight hours prior to departure, so long as such documents are indispensable to the trip.
- notice or subpoena to report for jury duty or as a witness in court.

The term “accident” shall mean any bodily accident resulting from a sudden event from a cause external to the Insured.

“Illness” shall mean any alteration in health found medically.

ARTICLE 2. EXCLUSIONS

This coverage shall not extend to cancellation expenses resulting from the following:

- 1. Illness or accidents the first discovery of which was made prior to the application for coverage.***

- 2. Suicide, attempted suicide, inebriation or use of controlled substances or medicines not prescribed by an appropriate medical authority.***
- 3. Psychological or psychiatric problems.***
- 4. Pregnancy prior to registration, regardless of whether it is normal or pathological, giving birth, problems related to feminine gender.***
- 5. Mental, psychiatric, or nervous disorders not requiring hospitalisation longer than seven days.***
- 6. The direct or indirect consequences of epidemics and/or pandemics of diseases of viral and/or bacterial origin recognised by the French authorities by declaration in stage 2 or 3 or by declaration are generis and/or by any international authorities and/or listed and/or recognised by the WHO or subject to a declaration of public health emergency of international scope, presenting a rate of contagion and letalite leading to public health policies involving restrictive local and/or national measures in terms of movement of populations and sanitary treatment.***

The direct or indirect consequences of the following diseases :

Epizootics included in the list of notifiable diseases drawn up by the OIE (Office International des Epizooties) in force, Zoonoses listed by the National Research and Safety Institute for the Prevention of Accidents at Work and Occupational Diseases (INRS) on 21/07/2015, Atypical pneumopathies, Disease/infection by a virus belonging to the coronavirus family, Zika virus disease, Ebola virus disease, Arbovirus disease including dengue and chikunguya, Infections listed by the Emergency Committee of the International Health Regulations (IHR) of the International Health Regulations

(IHR) and which are the subject of recommendations and/or alerts.

The following shall also be excluded:

- ***The consequences of intentional fault of individuals having the status of Insured.***
- ***Losses or damage caused by war, civil or foreign, declared or undeclared (Article L. 121-8 of the Code). The Insured shall have the burden of proving that the insurable event resulted from a fact or cause other than foreign war. The Insurer shall bear the burden of proving that the insurable event resulted from civil war.***
- ***Losses or damage caused by earthquake, tidal wave, volcanic eruption, or other natural disaster.***
- ***Damage or aggravated damage caused by:***
 - ***weapons or devices intended to explode by changing the structure of the nucleus of an atom,***
 - ***by any nuclear fuel, product, or radioactive waste,***
 - ***by any other source of ionizing radiation (in particular radioisotopes).***
- ***Fines, taxes, fees, levies, or any other kind of criminal penalty imposed personally on the Insured.***
- ***Triggering events, damages or losses of which the Insured is aware at the time of obtaining this policy as likely to cause application thereof.***

ARTICLE 3 AMOUNT OF COVERAGE

The guarantee is exercised up to the registration fees (bib number or pack) paid by the Member to the Event Organiser according to the general registration conditions, and on presentation of proof. The options subscribed in addition to the bib or pack are not covered.

ARTICLE 4. INSURED'S OBLIGATIONS IN CASE OF EVENT

Notice of an insurable event by a policyholder shall be accompanied by the following, failing which **coverage may be denied**:

- in case of illness or accident, a medical certificate supporting cancellation of his/her participation dated no more than 48 hours after the event, ie no later than October 12th 2021, and the Insured agrees to agree to verification and a second opinion by the Insurer's advising doctor, if so requested, **failing which coverage may also be denied**:

- in case of death, a death certificate;
- in case of theft, the original of a receipt for the filing of a complaint or statement of theft issued by the appropriate police authorities;
- in case of visa denial, proof from the Embassy, or Consulate;
- in case of a court convocation, the convocation issued by the competent judicial authority.

ARTICLE 5. GEOGRAPHIC SCOPE OF COVERAGE

Coverage shall apply in the entire world.

ARTICLE 6. EFFECTIVENESS AND TERM OF INSURANCE

In respect of each registration, coverage shall take effect at the time of registration by the participant in the 2021 ROC D'AZUR and the application for insurance hereunder and shall expire and without further notice on between October 6th and October 10th 2021, as soon as the Insured crosses the starting line of the last event in which he was entered.

ARTICLE 7. GENERAL TERMS AND CONDITIONS

INFORMATION OF INSURED

In the case of a Group contract:

You are required to provide to the Insured people an information note which defines in particular the guarantees granted by this contract and their application.

You are also required to inform in advance and in writing the Insured people of any reduction of the guarantees granted by this contract.

The contract is governed by the French law and the regulations of the Insurance Code

PROTECTION OF PERSONAL DATA

We take the privacy of our customers very seriously and are committed to protecting your privacy. This clause explains how we collect, use and transfer your personal data, and your rights in relation to the personal data stored by us when you engage with our services.

This clause sets out the following:

- What personal data we collect about you and how; How the data is used;
- Our legal basis for collecting your information;
- Who we share your data with;
- Where we transfer your information;
- How long we retain your information for;
- Your rights and choices in relation to the data held by us;
- How to make a complaint in relation to the data held by us; and
- How to contact us with any queries in relation to this notice, or the personal data held by us.

Who is TMHCC?

Tokio Marine HCC is a trading name of Tokio Marine Europe SA. Please see here for further information <http://www.tokiomarinehd.com/en/group/>.

These companies are collectively referred to in this clause as "TMHCC", "we", "us" or "our".

For the purposes of European data protection laws, if you are visiting our website www.tmhcc.com (our "Website") or otherwise engaging with our services from the European Economic Area (or "EEA"), the data controller of your information is TMHCC.

What is personal data?

In this clause, references to "personal information" or "personal data" are references to data that can be used to identify you. Some examples of personal data are your name, address and telephone number but it may also include information such as your IP address and location.

What personal data do we collect?

Information that you provide voluntarily

In order to provide services to you we may ask you to provide personal information. This may include, amongst other things, your name, email address, postal address, telephone number, gender, date of birth, passport number, bank account details, credit history and claims history. The personal information that you are asked to provide and the reasons why you are asked to provide it, will be made clear to you at the point at which we ask you for it.

Some of the information that you provide may be "sensitive personal data". "Sensitive personal data" includes information relating to your physical or mental health,.

Information that we obtain from third party sources

From time to time, we may receive personal information about you from third party sources but only where we have checked that these third parties either have your consent or are otherwise legally permitted or required to disclose your personal information to us.

For example, if you are an individual who is obtaining insurance from us via an insurance broker, we may obtain data about you from your broker in order to help us prepare your quote and/or your insurance policy. For information about how your broker uses and shares your personal data, please refer to the broker's own privacy statement.

We may also collect personal data from the following sources in order to provide services to you:

- Credit reference agencies;
- Anti-fraud and other databases;
- Government agencies;
- Electoral register;
- Court judgments;
- Sanctions lists;
- Family members; and
- In the event of an insurance claim: the other party to the claim, witnesses, experts, loss adjusters, solicitors and claims handlers.

How is personal data used?

We may need to use your personal data in order to carry out the following activities:

- To set you up as a new client (including carrying out 'know your customer' checks);
- To provide you with an insurance quote;
- To accept payments from you;
- To communicate with you about your policy;
- To renew your policy;
- To obtain reinsurance for your policy;
- To process insurance and reinsurance claims;
- For general insurance administration purposes;
- To comply with our legal and regulatory obligations;
- To model our risks;
- To defend or prosecute legal claims;
- To investigate or prosecute fraud;
- To respond to your enquiries; or
- When you sign up for an online account;

Our legal basis for collecting your information

If you are from the EEA, our legal basis for collecting and using your personal data will depend on the personal data concerned and the specific context in which we collect it.

However, we will normally collect personal data where we need the information to provide you with our services / perform a contract with you, where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms, or with your consent.

In some cases we may use your personal data for a legal obligation, e.g. in order to complete 'know your customer' and money laundering checks before taking you on as a new client.

If we ask you to provide personal information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your personal information is mandatory or not (as well

as of the possible consequences if you do not provide your personal information). You are under no obligation to provide personal data to us. However, if you should choose to withhold requested data we may not be able to provide you with certain services.

Similarly, if we collect and use your personal information in reliance on our legitimate interests (or those of any third party), we will make clear to you at the relevant time what those legitimate interests are.

If you are a France resident, we may collect and use your personal information, including sensitive personal information, on the basis of the substantial public interest of insurance purposes, as regulated in the Loi Informatique et Libertés du 6 janvier 1978 modifiée.

If you have questions about or need further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided under the "Contact Us" section below.

Who is your personal data shared with?

We may disclose your personal information with the following categories of recipients.

- to our group companies, third party service providers and partners who provide data processing services (for example to assist in the performance of our services) or who otherwise process personal information for purposes that are described in this Privacy Notice (see "How does TMHCC use my personal data?"). A list of our current group companies is available at <http://www.tokiomarinehd.com/en/group/> and a list of our current service providers and partners may be available upon request;

- to any competent law enforcement body, regulatory, government agency, court or other third party where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your vital interests or those of any other person;

- to a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in this Privacy Notice;
- to any other person with your consent to the disclosure.

International Transfers

Your personal data may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country.

Specifically, the servers of HCC Insurance Holdings Inc. are located in the United States. However other TMHCC group companies are registered elsewhere, including in the EEA and operate around the world. This means that when we collect your information we may process it in any of these countries.

However, we have taken appropriate safeguards to require that your personal data will remain protected in accordance with this Privacy Notice. These include implementing the European Commission's Standard Contractual Clauses for transfers of personal information between our group companies, which require all group companies to protect personal information they process from the EEA in accordance with European Union data protection law.

Our Standard Contractual Clauses can be provided on request. We have implemented similar appropriate safeguards with our third party service providers and partners and further details can be provided upon request.

How long is personal information retained for?

We will keep your personal data on our records for as long as we have an

ongoing legitimate business need to do so. This includes providing you with a service you have requested from us or to comply with applicable legal, tax or accounting requirements. It also includes keeping your data for so long as there is any possibility that you or we may wish to bring a legal claim under your insurance contract, or where we are required to keep your data for legal or regulatory reasons. Please contact us using the contact details provided under the "Contact Us" section below should you require further information on our Record Retention procedures. We may also retain your personal data where such retention is necessary in order to protect your vital interests or the vital interests of another natural person.

Your Rights as a Data Subject

Your principal rights under data protection law are as follows: the right to access;

- a) the right to rectification;
- b) the right to rectification;
- c) the right to erasure;
- d) the right to restrict processing;
- e) the right to object to processing;
- f) the right to data portability;
- g) the right to complain to a supervisory authority; and
- h) the right to withdraw consent.

If you wish to access, correct, update or request deletion of your personal information, we will ask you to provide us with a copy of any two of the following documents: Driver's licence; Passport; Birth certificate; Bank statement (from the last 3 months); or Utility bill (from the last 3 months). With regards to your right of access, the first access request will be complied with free of charge, but additional copies may be subject to a reasonable fee.

In addition, if you are a resident of the European Union, you can object to processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information.

You have the right to opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you or contacting us using the details provided under the "Marketing" heading below ukmarketing@tmhcc.com.

Similarly, if we have collected and processed your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.

You have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact the Commission nationale pour la protection des données du Grand Duché de Luxembourg, 1, avenue du Rock'n'Roll L-4361 Esch-sur-Alzette (web <https://cnpd.public.lu/fr.html>) We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

You may exercise any of your rights in relation to your personal data by contacting us using the email dpo@tmhcc.com or the details set out in the "Contact us" section at the bottom of this page.

Automated decision making

In some instances, our use of your personal information may result in automated decisions being taken (including profiling) that legally affect you or similarly significantly affect you. Automated decisions mean that a decision concerning you is made automatically on the basis of a

computer determination (using software algorithms), without our human review. For example, in certain instances we may use automated decisions to establish whether we will offer insurance coverage to a prospective insured. We have implemented measures to safeguard the rights and interests of individuals whose personal information is subject to automated decision-making, including [explain].

When we make an automated decision about you, you have the right to contest the decision, to express your point of view, and to require a human review of the decision.

Security

TMHCC places great importance on the security of all personal data associated with our customers. We have security measures in place to attempt to protect against the loss, misuse and alteration of personal data under our control.

For example, our security and technology policies are periodically reviewed and enhanced as necessary and only authorised personnel have access to user information? We use Secured Socket Layer? (SSL) to encrypt financial information you input before it is sent to us. The servers we use to store personal data are kept in a secure environment.

Whilst we cannot ensure or guarantee that loss, misuse or alteration of data will not occur, we use our best efforts to prevent this.

Updates to this Clause

We may update this Privacy Notice from time to time in response to changing legal, technical or business developments. When we update our GDPR Clause, we will take appropriate measures to inform you, consistent with the significance of the changes we make on our Website or by a new endorsement if required. We will obtain your consent to any material Privacy Notice changes if and where this is required by applicable data protection laws.

Contact us

If you have any questions about this clause, please contact us using the following contact details:
Data Protection Officer
TOKIO MARINE EUROPE SA



33, Rue Sainte Zithe, L-2763
Luxembourg
DPO@tmhcc.com

PRESCRIPTION PERIOD

In accordance with Sections L 114-1 and L 114-2 of the Insurance Code, all actions deriving from this Policy are limited in time, they shall not be exercised beyond **Two Years** from the event that gave rise to these actions. However, this period shall run :

- In case of a non-disclosure, omission, false or inaccurate declaration on the risk covered, only from the day where the Insurers became aware of it;
- In the event of an accident, only from the day the persons concerned became aware of it, if they can prove they were unaware of it until then.

The prescription period shall be extended to **Ten Years** for Accidents affecting people, when the Beneficiaries are the dependents of the deceased Insured.

The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period (recognition by the debtor of the right of the person against whom he was prescribing, application for interim relief, precautionary measure taken pursuant to the Code of Civil Enforcement Procedures or act of forced enforcement) and by the appointment of experts following a claim. The interruption of the limitation period of the action may also result from the sending of a registered letter or an electronic registered letter, with acknowledgement of receipt, sent by the insurer to the insured in respect of the action for payment of the premium and by the insured to the insurer in respect of the payment of the indemnity.

SUBROGATION

In compliance with the provisions of Article L.121-12 of the Insurance Code, TOKIO MARINE EUROPE S.A. (TOKIO MARINE HCC) is subrogated, up to the compensation they paid, in the rights and actions of the Insured against Third Parties.

COMPLAINTS – ARBITRATION

For any issue, the Policyholder shall first turn to the Insurance broker with whom the policy was taken out. If his answer is not satisfactory, the Insured or the Policyholder may submit their complaint to:

Tokio Marine Europe S.A.
(Tokio Marine HCC)
6-8 Boulevard Haussmann
CS 40064
75441 Paris Cedex 09
Tel: 01 53 29 30 00
Fax : 01 42 97 43 87

ou
reclamations@tmhcc.com

The Insurer shall acknowledge receipt of the complaint within a maximum of 10 working days from the date of receipt, except when reply is given to the client within that same timeframe. The Insurer shall send the response to the Insured within a maximum of two months from the date of receipt.

Finally if you still disagree after the answer given, you may refer the matter to the Mediator of the Fédération Française des Sociétés d'Assurance provided that no legal action has been taken:

LA MEDIATION DE L'ASSURANCE
BP290
75125 PARIS CEDEX 09

The Mediation de l'Assurance is not competent to be aware of the policies taken out to cover professional risks.

DISCLOSURE TO THIRD PARTIES

The Policyholder hereby authorizes the Insurer to disclose, upon request, to interested third parties, the coverage provided under this policy, the existence of this policy, as well as any amendment, suspension, or termination of its effects.

JURISDICTION AND VENUE

Disputes between the Insurer and the Insured on the construction of this Policy shall be submitted to the *Tribunal de Grande Instance* [Superior Court of Justice] having jurisdiction.

RIGHT OF RETRACTION

The application for coverage under the insurance policy shall not constitute a final agreement for the Policyholder, who shall have 14 business days from

the date on which coverage is bound (receipt of the application for insurance coverage) to retract and waive coverage, by sending to AON France - Unité de gestion Individuelle Accident - 31/35 rue de la Fédération - 75717 Paris Cedex 16 – FRANCE - a registered letter reading as follows: "I, the undersigned (last name, first name, and address) hereby waive and retract my coverage under Insurance Policy no. 65803894 offered by AON France that I signed on ... (date) and request a refund of any premium that may already have been deposited. Date and signature".

GOVERNING LAW – LANGUAGE

The precontractual and contractual relationship between the Insurer and the Policyholder shall be subject to French law. The insurer shall use French during the entire term of coverage.

CONTROL ORGANISM

In accordance with the Insurance Code (article L 112-4) it is specified that the company **TOKIO MARINE EUROPE S.A.** is controlled by the Commissariat aux Assurances located at 7, boulevard Joseph II, L - 1840 Luxembourg, Grand Duchy of Luxembourg.

INTERNATIONAL SANCTIONS

This insurance contract has no effect:

- where a prohibition to provide a contract or an insurance service is imposed on the insurer by reason of the sanction, restriction or prohibition provided for by the laws and regulations,

Or

- when the insured goods and / or activities are subject to any sanction, restriction, total or partial embargo or prohibition provided for by laws and regulations. "

Laws and regulations are understood to be the laws and regulations applicable in France (including the regulations and decisions of the Common Foreign and Security Policy - CFSP Decisions - of the European Union) or those of the country in which the operation insurance is done, as well as the laws and regulations of the United Kingdom,

which also concern the French Branch of Tokio Marine Europe S.A. (TOKIO MARINE HCC).