



**COMPETITION RULES AND**  
**TERMS AND CONDITIONS OF SALE**  
**RUN IN MONT SAINT MICHEL BY HARMONIE MUTUELLE**  
**2019**

**Version updated on 3<sup>rd</sup> October 2018**

**PREAMBLE**

The 22<sup>th</sup> annual RUN IN MONT SAINT MICHEL (hereinafter the **Event**), the "RUN IN MONT SAINT MICHEL BY HARMONIE MUTUELLE" is organized on Saturday May 25<sup>th</sup> and on Sunday May 26<sup>th</sup> 2019 by Amaury Sport Organization (A.S.O.), a limited company with a capital of €61,200,240 registered with the Nanterre Trade and Companies Register under number 383 160 348, with its headquarters in Boulogne Billancourt (92100) France, 40-42 Quai du Point du Jour. A.S.O. is hereinafter referred to as the Organizer, or A.S.O.

This document defines:

- (i) the competition rules of the Event (hereinafter the **Rules**),
- (ii) as well as the terms and conditions of sale applicable to any order of a product or service related to the RUN IN MONT SAINT MICHEL BY HARMONIE MUTUELLE 2019 placed with the Organizer via the Time To registration platform (hereinafter the **Terms and Conditions of Sale**).

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

Registration for the Event implies your express and unconditional acceptance of the Terms and Conditions of Sale and the Rules.

This document completes the Terms and Conditions of Use of the Time To online registration platform (hereinafter **Time To**), available at [www.timeto.com/terms-of-use](http://www.timeto.com/terms-of-use).

In the event of any inconsistency between the Time To Terms and Conditions of Use, these Terms and Conditions of Sale and the Rules, the Rules shall take precedence over the Terms and Conditions of Sale, which in turn shall prevail over the Time To Terms and Conditions of Use.

The Organizer may revise and update the Terms and Conditions of Sale and the Rules at any time; please read them regularly. Any changes we make will be effective immediately upon notice, which we may provide by any means, including posting a revised version of these Terms and Conditions on the Event Site. In the event of a significant change to the Terms and Conditions of Sale and/or the Rules, the Organizer will endeavor to notify you by email.

## **Important! The role of Time To:**

The Time To website, through which you placed your order, allows professional sellers and organizers to list and sell their products and services. Although the Time To platform facilitates transactions made on this website, Time To is neither the seller nor the organizer of the products or services related to the Event.

As such, for the sale of any Event-related products or services, a sales contract is established solely between you and the Organizer. The Organizer is responsible for the sale of products or services related to the Event and for any claims or other issues arising or relating to the sales contract between you and the Organizer.

## **I. COMPETITION RULES**

These rules and regulations (hereinafter **the Rules**) apply to all participants in the Event. They are an integral part of the aforementioned Terms and Conditions of Sale.

In the event of conflict with the provisions of the Terms of Sale, the terms of the Rules shall prevail.

### **1.1. THE COURSE**

The half-marathon course is 21.097 km, the marathon course is 42.195 km and the trail course is 55 km in accordance with international rules for road races (the International Association of Athletics Federations (IAAF) Rules).

### **1.2. TERMS OF PARTICIPATION - LICENSES - MEDICAL CERTIFICATES**

To take part in the Event, you must be at least :

- 20 (twenty) years old by December 31, 2019 at the latest for the Marathon & the Trail de l'Archange,
- 18 (eighteen) years old by December 31, 2019 at the latest for the half marathon & the Duo Marathon,
- 16 (sixteen) years old by December 31, 2019 at the latest for the 10km.

In agreement with the French Athletics Federation (hereinafter the **FFA**), the age categories will give rise to a separate ranking. Runners are reminded that checks will be carried out during the Event to ensure that it takes place according to these regulations, namely in terms of age requirements and medical certification.

By participating in the Event, you are taking part in a sports event that is organized or approved by the French sports' federations. Your participation therefore requires the mandatory presentation of:

- a sports license « **Athlé Compétition** », « **Athlé Entreprise** », « **Athlé running** » or « **Pass' J'aime Courir** » issued by the FFA, proving that which is proof that the holder has been issued with a medical certificate stating that there is no contraindication to the practice of competitive athletics, being valid on the date of the Event,
- a sports license issued by a French "fédération agréée" , being valid on the date of the Event, including one of the three following wordings : « 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 events, « non contre-indication à la pratique du sport en compétition »: the lack of any contraindication to the practice of competitive sport events,

- or, for those who do not hold such a license and who are eligible to take part in these competitions, presentation of this medical certificate alone or its copy, **which must be dated within a year of the date of the race.**

Mandatory wording on the Medical Certificate: It is specified that your medical certificate must include the one of the three following wordings:

- « 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 events;
- « non contre-indication à la pratique du sport en compétition »: the lack of any contraindication to the practice of competitive sport events.

PLEASE NOTE! Participants residing abroad:

You must provide a medical certificate stating one of the mandatory mentions, as described above even if you hold a competitive license issued by an IAAF-affiliated federation.

The certificate must be signed and dated within a year of the date of the race, and must allow the doctor to be authenticated, regardless of whether or not the latter is based in France. If the doctor is foreign, the medical certificate must be written in: French, English, Spanish, German, Italian or Portuguese.

The medical certificate or photocopy of the license in a dematerialized format must be sent by the participant via the upload tool available on your Time To account. Any medical certificates sent by post or email will not be accepted.

These documents sent in a dematerialized format must be sent early enough and at the latest a week prior the Event in order for them to be validated by the Organiser. Therefore, the participant must check on his account Time To that the said document has been validated. If this is not the case, this document must be physically provided when collecting the bib.

Verifications of the authenticity of medical certificates and licenses may be carried out on site, even in the case where the participant has uploaded these documents to his Time To account. The participant must therefore be able to provide these documents when collecting the bib or during the Event.

### **1.3. COLLECTING YOUR BIB**

Participants' race numbers will be sent by post by regular mail.

A.S.O. will send race numbers from 10<sup>th</sup> May 2019. Participants receiving their race number by post will be notified by email or text message.

Race numbers will only be sent to Participants by A.S.O. if one of the following supporting documents proving their physical fitness has been verified, as listed in Article 1.2 of the present rules, (hereinafter the "Supporting Documents").

From 23<sup>th</sup> April at midnight, participants who haven't uploaded their Supporting Documents on the platform will need to present them physically at the Caserne (50170) near the Barrage du

Couesnon. The exact address as well as the collection times will be communicated to the people concerned by A.S.O. at a later date.

In any case, no race numbers will be distributed on the day of the EVENT.

Any Participant who has not received their number but did receive notification that it was sent, must inform A.S.O. at the following address: [runinmsm@aso.fr](mailto:runinmsm@aso.fr) before Monday 20st May 2019 at midnight.

Participants who provide this information will be issued with a replacement race number (hereinafter the "Replacement Race Number") to be picked up at the Caserne (50170) near the Barrage du Couesnon, upon presentation of a valid piece of ID. The exact address as well as the collection times will be communicated by A.S.O. at a later date.

To collect your bib, you will need to present the following documents:

- Your license or medical certificate meeting the conditions referred to above,
- Your entry form, available for download on your Time To account and / or sent by e-mail before the Event,
- Your ID

Participants who fail to inform A.S.O. before this date will not be able to get a Replacement Race Number and A.S.O. will not, under any circumstances, be held liable for this.

All chips stuck to the back of a Race Number sent by post but which has not been physically received will be deactivated. Therefore, any person participating in the Event with a Race Number declared as having not been received will not be timed and will not feature in the ranking established by A.S.O.

The assigning of a race number to a runner is firm and definitive. No bibs will be sent by post, or distributed on the day of the Event.

The race number must be completely visible during the race, including in bad weather.

#### **1.4. HOW TO REGISTER**

Registration for the Event may only be done via the online registration platform at the following address: <http://www.timeto.com/>, from 15<sup>th</sup> October 2018.

Anyone who wants to take part in the Event must register as Time To member beforehand. For that purpose, you will have to fill in a register form and accept the Time To Terms of Use and Privacy Policy. The participant undertakes to provide only sincere information relating to his identity. For safety reasons, the Organiser reserves the right to limit the number of participants in the Event.

#### **2019 PRICES**

##### **Marathon :**

- **Price 1** : €54 from 15<sup>th</sup> October 2018 to 31<sup>st</sup> October 2018, within the limit of 300 bibs
- **Price 2** : €59 from 1<sup>st</sup> November 2018 to 28<sup>th</sup> January 2019
- **Price 3** : €64 from 29<sup>th</sup> January 2019 to 25<sup>th</sup> April 2019
- **Price 4** : €69 from 26<sup>th</sup> April 2019

**Duo-Marathon :**

- **Price 1** : €64 from 15<sup>th</sup> October 2018 to 31<sup>st</sup> October 2018, within the limit of 30 teams
- **Price 2** : €69 from 1<sup>st</sup> November 2018 to 28<sup>th</sup> January 2019
- **Price 3** : €74 from 29<sup>th</sup> January 2019 to 25<sup>th</sup> April 2019
- **Price 4** : €79 from 26<sup>th</sup> April 2019

**Trail :**

- **Price 1** : €64 from 15<sup>th</sup> October 2018 to 31<sup>st</sup> October 2018, within the limit of 100 bibs
- **Price 2** : €69 from 1<sup>st</sup> November 2018 to 28<sup>th</sup> January 2019
- **Price 3** : €74 from 29<sup>th</sup> January 2019 to 25<sup>th</sup> April 2019
- **Price 4** : €79 from 26<sup>th</sup> April 2019

**Half-marathon :**

- **Price 1** : €28 from 15<sup>th</sup> October 2018 to 31<sup>st</sup> October 2018, within the limit of 150 bibs
- **Price 2** : €31 from 1<sup>st</sup> November 2018 to 28<sup>th</sup> January 2019
- **Price 3** : €34 from 29<sup>th</sup> January 2019 to 25<sup>th</sup> April 2019
- **Price 4** : €37 from 26<sup>th</sup> April 2019

**10km :**

- **Price 1** : €16 from 15<sup>th</sup> October 2018 to 31<sup>st</sup> October 2018, within the limit of 100 bibs
- **Price 2** : €19 from 1<sup>st</sup> November 2018 to 28<sup>th</sup> January 2019
- **Price 3** : €22 from 29<sup>th</sup> January 2019 to 25<sup>th</sup> April 2019
- **Price 4** : €25 from 26<sup>th</sup> April 2019

Prices are in Euros, including all taxes.

All registrations are firm and definitive, and no refunds will be given in the event of a registration error, impediment for medical reasons, lack of availability etc.

Registrations cannot be transferred under any circumstances.

Anyone who gives his race number to a third party will be held responsible in the event of an accident caused by or involving the latter during the Event.

The Organiser declines all responsibility should such an accident occur.

**1.5. CANCELLATION INSURANCE**

For participants wishing to subscribe, "cancellation" insurance is available for the half-marathon (not the "duo marathon") and the marathon (not the relay) when registering on Time To. This option is only available during the registration process and needs to be selected before your final confirmation.

This option allows you, under certain conditions established by the Insurer chosen by the Organizer, to get a refund of all or part of the price of your registration.

**1.6. THE OFFICIAL JURY**

The official jury consists of an adjudicating judge from the FFA whose decisions are final. He or she is assisted by race judges and commissioners who are also appointed by the FFA. Feeding stations are positioned every five (5) kilometres as well as at the finish (except for the trail: five (5) feeding stations in the route).

Participants will have a maximum of five hours thirty (5h30) for the Marathon and Duo Marathon, two hours fifty (2h50) for the half marathon, one hour thirty (1h30) for the 10Km, and eleven hours

(11h) for the trail, to cover the whole route to the finish line. After the end of race vehicle has passed by, participants must comply with traffic and road regulations.

### **1.7. GENERAL SERVICES**

Security on the route is provided by the Préfecture de Police and medical services are provided by the Croix Rouge Française and the Protection Civile. These staff may decide that participants must leave the race on medical grounds.

In any case, the Organizer cannot be liable to the participant who has not been allowed to finish his race, following a disqualification decision taken by these general services.

### **1.7.ACCESS TO THE SITE AND SECURITY ON THE ROUTE**

It is strictly forbidden to bring any objects to the Event site that may be dangerous or illegal, in particular drugs, firearms, blunt weapons and explosives.

To access the site and take part in the Event, the participant recognises and expressly agrees that the Organiser may call upon security personnel who will be authorised to check people as well as inspect their personal belongings. Everyone who wishes to access the site must comply with this check. If they refuse to do so they will not be authorised to access the site.

The Organiser and the security staff may refuse access to the Event or prevent participants from taking part if their behaviour is likely to disturb the smooth running of the Event notably under the following, non-exhaustive circumstances: the use of any object which may hinder the race, the circulation and/or safety of other participants; the use of any distinctive promotion, in any form, of an opinion [political, philosophical or religious] likely to damage the image of the Event, inappropriate or amoral behaviour of the participant, especially if the participant seems under the influence of drugs and alcohol.

### **1.9. TIMING SYSTEMS**

All registered participants will be sent an electronic chip (in the form of a strip, stuck directly on the back of each race number) by post. The chip will be detected i) at the start line, ii) on the intermediate mats along the route, and iii) at the finish. This chip ensures compliance with the event regulations and allows for the results and rankings for each of the four races to be established. In order to allow the chip to function properly it must not be folded or bent.

Participants who do not follow the route defined by the Organiser, who use human and/or material assistance will not be recorded as having finished.

The electronic detection system has been chosen according to strict reliability requirements. Despite tests conducted by the manufacturers, a very low percentage of cases of non-detection remains. Due to the lack of information resulting from this non-detection, the Organiser may be unable to show the official or real time for the competitor concerned in the ranking. The Organiser cannot be held responsible for this.

### **1.10. INSURANCE**

**Cancellation Insurance:** All participants to the half-marathon (not the “duo marathon”) and the marathon (not the relay) can subscribe to a cancellation insurance, when registration to the Event, as described in Article 1.5. of the Rules.

**Civil liability:** In accordance with current legislation, the Organiser has taken out insurance covering the financial consequences of its civil liability, that of its officials and that of all the participants in the Event. As for the civil liability of the participants themselves, the afore-mentioned insurance policy will only cover accidents caused by participants during the Event. This policy can apply in addition to or in lieu of other insurance policies that participants might take out. A copy of the insurance policy is available to all participants upon request.

**Personal accident:** All participants in the Event, whether or not they have licences issued by a sports federation, may take out insurance when they register for the Event or, at the latest, when they collect their race numbers. This policy will pay out a sum in the event of physical injury (death or permanent disability) as a result of an accident which has occurred on the Event route. Compensation, according to the damages, will be paid if the insured person has an accident while participating in the Event.

**This insurance is optional but strongly recommended.** It can be taken out in addition to or instead of any similar insurance cover and, in particular, any cover provided by a sports licence. The information notice and application form are available on the event's website. (Registration -> Insurance)

**Material damage:** The Organiser will not be held responsible for damage (theft, breakage, loss, etc.) to participants' personal belongings, not even those left in its care, particularly those left at the deposit, eventually organised by the Organiser during the EVENT. Participants may not, therefore, take action against the Organiser for any damage caused to their equipment. Taking out insurance against such risks is the responsibility of the participant.

## 1.11. USE OF IMAGES

### 11.1.1 Participant's image:

The Event may be recorded for public communication purposes, in any form (notably through photos, videos, etc.), on any existing or future media, in any format, for any communication to the public around the world, for any use including advertising and commercial use. As such, each participant expressly grants the Organiser, its assignees and beneficiaries (notably its commercial partners) permission to record and reproduce, on any media and using any means, and subsequently to reproduce and represent, without remuneration of any kind, their name, voice, image and, more generally, their sporting activity within the context of the Event (hereinafter their **Image**), for a duration which may not exceed 10 (ten) years following the date of the Event. The participant expressly authorises the Organiser to concede to Event partners sub-licences for the use of the Image for commercial and advertising purposes.

Each participant grants their full and irrevocable permission, to the Organiser, its beneficiaries and its successors (in particular its commercial partners), for the purposes of conducting advertising, promotional or sales campaigns to 1) make any changes, additions or deletions which it judges necessary to use his or her Image under the conditions defined below, 2) include or combine his or her Image with any signatures, catchphrases, slogans, legends, brands, distinctive signs, legal information, visuals and, generally speaking, anything of any kind which the Organiser uses, particularly to illustrate communications material in which they are used. The participant guarantees that he is not bound by an exclusive contract relating to the use of his Image.

The Organiser, its beneficiaries and its successors are expressly forbidden from using a participant's name, voice or image in any format of a pornographic, racist or xenophobic nature, and more generally are forbidden from any use that is detrimental to the participant's dignity.

Participants are informed and unconditionally accept that their Image may be recorded by the official representatives of the Organizer during the Event. Their Image will be accessible in photo and/or video format on the Time To website in the "My Account" area, and for a period of one year in the "Results" section of the Event website. In terms of the Event website, participants agree that they may be identified by any internet user using their first or last name, their race number or their region.

#### **1.11.2. Event Images:**

Any communication of still and/or moving images of the Event recorded by the participant during their participation in the Event must be restricted to personal use and may not, under any circumstances, be used for advertising and/or commercial purposes outside of the Event.

#### **1.12. PERSONAL DATA**

Generally speaking, personal data communicated by participants (hereinafter the **Data**) is intended for use by the authorized staff of the Organizer, the company responsible for processing this data.

To find out about the Organizer's data protection policy, please consult the Terms and Conditions of Sale (I). As a participant in the Event, you are also advised to carefully read the following provisions:

At the end of the Event, information on your competitive performance (including your result, your photos and videos,) will be published on the Event website. Your results, associated to your name, first name and region, may be picked up on for use by any media.

If you wish to object to such a publication, for a legitimate reason, you must communicate this decision to the Organizer at the address [runinmsm@aso.fr](mailto:runinmsm@aso.fr), prior to the Event and at least thirty (30) days before the Event, so that adequate measures are taken.

#### **1.13. AERIAL FILMING**

Participants are informed that:

- on the day of the Event, remote controlled drones may be used for the purposes of media coverage;
- runners may find themselves throughout all or part of the Event, within thirty (30) metres of these drones;
- If need be, safety instructions will be communicated to them which they must respect.

#### **1.14. RESPECTING THE ENVIRONMENT**

In order to respect the environment and the natural surroundings in which the event takes place, it is strictly forbidden to leave litter (paper, plastic wrappers) on the route. Bins will be provided at all feeding stations and in "collection areas" which will be installed and indicated on different points of the route. Participants must make use of them when disposing of waste.

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

The Organiser reserves the right to award time penalties or exclude participants from the race who deliberately dispose of their waste elsewhere than in these specific areas.



#### **1.15. VEHICLES FORBIDDEN ON THE ROUTE**

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

#### **1.16. FIGHT AGAINST DOPING**

The Event is a race organised under the authority of the F.F.A., and as a result, anti-doping tests may be set up. 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" (Sports Code).

Any refusal to submit to a control or any positive control will be the subject to a disciplinary procedure before the federation, if the participant holds a sports licence, or before the French Anti-Doping Agency, if the participant does not hold a sports licence.

#### **1.17. MODIFICATION -POSTPONEMENT- CANCELLATION**

If need be, the Organiser reserves the right to modify the route, the position of the feeding stations and the timing points, and to postpone the date and/or the start time of the Event, at any time.

If the Event has to be cancelled in the event of a reason beyond the Organiser's control, according to the circumstances, characteristic of force majeure, as defined by the article 1218 of the French Civil code and by the French Case Law, the Organiser will offer compensation such as replacing the Event by another event organised by the Organiser, allowing the participant to postpone his event registration or reimbursing the cost of the race number, less the registration fees, excluding all the participant's other expenses.

#### **1.18. ACCESSORY EVENTS AND ADDITIONAL MANIFESTATIONS**

May be offered on the Time To website, to the participant or, as the case may be, to any person for whom the participant is legally responsible, participation in:

- Accessory Events, which refers to all events organized or proposed by the Organizer on the side-lines of the Event in a festive atmosphere, taking place in the three (3) days preceding the Event or the day of the event, (hereinafter the **Accessories Events**),
- Additional Manifestations, which refers to all the events organized or proposed by the Organizer for the physical or mental preparation purposes (example: conference on the Event and its preparation, physical tests, training sessions) (hereinafter the **Additional Manifestations**).

Participants in the Accessory Events and Additional Manifestations acknowledge and agree that the provisions of Article 1.11, 1.12, 1.17 and 1.15 (in the event that the Event is held on a closed circuit) of these Rules shall apply to these Accessory Events and Additional Manifestations. For the reading of these provisions, the term "Event" shall be replaced by "Accessory Event" or "Event Annex".

Participants are informed that A.S.O. is not the organizer of all the Accessory Events and Additional Manifestations proposed on Time To.

Article 1.10. of these Rules is applicable to all Accessory Events and Additional Manifestations organised by A.S.O.

A.S.O. shall not be liable in any case for any damage suffered during any Accessory Events and the Additional Manifestations of which A.S.O. is not the organizer.

List of Accessory Events: kids race Marathoon's.

List of Additional Manifestations: /

\* = Events or Events organized by A.S.O.

## **II. TERMS AND CONDITIONS OF SALE**

If you have ordered a "RUN IN MONT SAINT MICHEL BY HARMONIE MUTUELLE 2019" product or service from the Organizer via Time To (its website, mobile site or app), then these Terms and Conditions of Sale are applicable to you and constitute the sales contract which binds you to the Organizer.

In addition, if you participate in the Event as a runner, the Rules are also applicable to you.

### **2.1. SCOPE OF APPLICATION**

These Terms and Conditions of Sale do not apply to goods and services that you may have acquired, in any way whatsoever, from a third party, whether or not this third party is mandated or licensed by the Organizer. Only products and services provided directly by the Organizer and ordered via Time To are covered by these Terms and Conditions of Sale.

### **2.2. PRICES**

Offers of products and services are valid as long as they are visible on the website [www.timeto.com](http://www.timeto.com). Prices are quoted excluding delivery charges and other special services to which you may have subscribed.

Entry prices are specified in the Rules. The Organizer reserves the right to organize special promotions outside of the price ranges indicated, to allow you to benefit from preferential rates for a given period.

The prices of products and services are given in euros, all taxes included, at the rates in force on the day of the order. Prices do not include delivery charges, gift wrapping, potential promotional offers or personal discounts ("promo code"), which are added before the final confirmation of the order.

The prices take into account the French VAT applicable on the day of the order and any change of the legal rate of VAT will be automatically taken into account in the price of the products presented on Time To. However, prices cannot be changed once the User has placed their order.

Orders to countries outside the European Union are not subject to French VAT. The prices shown on Time To for these orders are therefore tax free. However, customs duties or other local taxes, or import duties or state taxes may be payable. Such duties and fees are not the responsibility of the Organizer and must be paid by you. They are your sole responsibility, in terms of all declarations and payments to the relevant authorities and/or bodies of the country of delivery. The Organiser recommends that you contact the customs authority for more information.

### **2.3. AVAILABILITY**

The availability of products and services is normally guaranteed. In the event that, after your order, a product or service becomes totally or partially unavailable, the Organizer will notify you of this lack of availability as soon as possible and give you the opportunity to order another product or

service of equivalent quality and price, or to be refunded the price or service ordered within 30 days of the refund request.

## **2.4. HOW TO PLACE AN ORDER**

It is possible to order exclusively from Time To:

- online on the [www.timeto.com](http://www.timeto.com) website
- online via the Time To app.

Any orders sent by email or post will not be considered by the Organizer.

When placing your order on Time To you must create a Time To account and must therefore agree to the Time To's Terms and Conditions of Use and Privacy Policy.

You must confirm your order after selecting the products added to your cart. Make sure you check the contents of your basket (names and quantities of products and services) before you confirm your order, and accept these General Conditions of Sale and the Rules.

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

## **2.5. PAYMENT TERMS**

Except in exceptional cases, only online payments by debit/credit card via the Time To registration form are allowed.

Online payments on Time To are made via a secure payment platform, supplemented by specific checks to ensure the security of purchases made on Time To and to fight against fraud.

The details of your debit or credit card communicated during your order, are never transmitted without being encrypted on the network. They are encrypted using an SSL security protocol.

## **2.6. SHIPPING AND DELIVERY**

With the exception of the Event bibs, which are to be collected as per the conditions in the Rules, other products and services ordered can be delivered to your home address.

## **2.7. CANCELLING GOODS OR SERVICES**

### **2.7.1. The purchase of leisure services and personalized products**

"Leisure services" means the purchase of a race bib, accommodation, a food ticket, etc. You do not have the right to cancel leisure services that have to be provided on a set date, or according to specific timings, in accordance with the legal provisions of Article L.121-20-4 of the French Consumer Code, as follows:

*"The provisions of Articles L. 121-18, L. 121-19, L. 121-20 and L. 121-20-1 are not applicable to contracts for:*

*[...]*

*2° The provision of accommodation, transportation, catering or leisure services that must be provided on a set date or according to specific timings.*

*The provisions of Articles L. 121-18 and L. 121-19, however, are applicable to contracts agreed electronically when they are intended to provide the services referred to in paragraph 2".*

The same applies to personalized products such as flocked T-shirts, engraved medals or custom posters, in accordance with the legal provisions of Article L. 221-28 of the French Consumer Code.

### **2.7.2. The purchase of non-personalized merchandising products and other**

In accordance with the legal provisions in force for the non-personalized merchandising products, you have a cooling-off period of thirty (30) days from the day you received or collected the merchandising product sold by the Organizer, during which you may withdraw. You can exercise this right of withdrawal without having to give reasons or pay a penalty, and you can ask us for a refund of the product ordered. This right does not apply to custom or made-to-order items (for example, personalized flocked T-shirts, engraved medals, photo packs or video packs).

You can exercise your right to cancellation by contacting the Organizer's customer services at the address [runinmsm@aso.fr](mailto:runinmsm@aso.fr), who will explain the procedure to follow. You can also send a letter to Customer Services at the Organizer's address.

Your cancellation request must reach the Organizer no later than fourteen (14) days from the date you received or collected your order. You then have another period of fourteen (14) days to return the product or products affected by the cancellation to the following address:

Amaury Sport Organisation (A.S.O.)  
Service Clients – EGP,  
40-42 Quai du Point du Jour,  
92100 Boulogne-Billancourt  
FRANCE

### **Refund in case of cancellation**

If this right of cancellation is exercised within the period referred to above, the price of the product(s) purchased and shipping costs will be refunded, but the return shipping costs are your responsibility. The products returned must be intact, in perfect condition for resale, and in their original packaging. Items returned incomplete, damaged or soiled by the Consumer/User will not be taken back or refunded. You must enclose a copy of the proof of purchase with your return.

In the event that you exercise your cancellation rights, the Organizer will refund the full amount paid (including delivery charges) no later than fourteen (14) days from the date on which the Organizer is informed of the User/Consumer's decision to cancel. The date of the refund may be postponed until the return goods are received or until you have provided proof of shipment of said products, the date used being the date of the first of these events.

The refund is made to the same payment method used for the order.

The Organizer is not required to refund any additional fees if you have expressly chosen a more expensive method of delivery than the standard delivery method available.

In cases of abnormal or abusive returns, the Organizer reserves the right to refuse any subsequent orders.

Regarding products and services purchased from third parties through the Organizer, you are required to refer to the terms and conditions of sale of the third-party seller, and the Organizer cannot be held liable in this regard.

## **2.8. PRODUCT COMPLIANCE AND LEGAL WARRANTY**

For the products you purchase from the Organizer and via Time To, the Organizer is liable for any lack of compliance of a product with the contract under the terms of Article L221-4 et seq. of the French Consumer Code and any hidden defects of the item sold under the terms of Articles 1641 et seq. of the French Civil Code. Regarding the warranty against hidden defects, you can decide to implement this warranty within the meaning of Article 1641 of the French Civil Code and, in this case, you can choose between voiding the sale or reducing the selling price.

Please note : For products purchased from third-party sellers, such as the photo pack, you must contact the seller concerned to exercise your rights, the Organizer cannot take the place of this seller.

## **2.9. LIABILITY - FORCE MAJEURE**

The Organizer undertakes to describe with the utmost accuracy the services and products offered on Time To. However, the Organizer cannot be held liable in the event that it cannot fulfil its obligations as a result of unpredictable and insurmountable events affecting a third party to the contract or in the case of *force majeure* as defined by Article 1218 of the French Civil Code and by French case law. Similarly, the Organizer cannot be held liable for any harm or damage resulting from the use of the internet, including connection problems, external intrusion or the presence of computer viruses.

## **2.10. PERSONAL DATA**

When ordering a product or service related to the Event, you will be required to provide the Organizer with a certain amount of data and information, particularly during the Event registration process, to complete the information you have given to Time To. Some of this data can be used to directly or indirectly identify you and may be considered personal data within the meaning of the applicable regulations on the protection of personal data.

In general, the Data is intended for use by the authorized staff of the Organizer, which is responsible for processing this Data, as well as any data processors it may employ.

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

- Creating, managing and accessing your account;
- Providing the information and Services requested, so that you may register for Events on Time To, and to allow the sale of products and services on Time To;
- Processing, monitoring and managing your Event registrations;
- Offering personalized services based on the information provided on your profile, including advice and training programs;
- Ease Debt recovery and combat fraud;
- Managing, amending and improving the Organizer's products and services;
- Sending emails or posting messages to provide you with any useful information such as your order confirmation, updates or newsletters about the Organizer's activities.
- Sending emails or text messages that provide information, announcements and updates related to the Event for which you have registered;

- Collecting information, in particular through polls, surveys and questionnaires that we send to you.
- Ensuring compliance with the applicable legal and regulatory provisions;
- Sending emails or text messages to notify you of other events that may interest you, based on the information provided on your profile;
- Managing marketing and the promotion of our Services;
- Sending emails and text messages, to communicate promotional offers, advertisements or other commercial communication from partners of our Event.
- Allowing participants to communicate with each other;
- Organizing lotteries and competitions and allowing you to register and participate in them,
- Notifying you of your results, sending you your certificates;
- Sending you your bibs by mail
- Enabling any other purpose specified at the time of Data collection;

#### Data Sharing

The Organizer may share Data about you with third parties.

The Organizer may disclose Data to its subsidiaries and affiliates, in which case its use is subject to these terms.

If you have ordered products or services from our partners through the Organizer, the Organizer may share your Data with the relevant partners in order to fulfil your request. These third parties may send you advertisements, correspondence, emails.

When ordering a product or service related to the Event, if you consented to receive communications from Event Partners, they may send you advertisements, correspondence and/or emails.

Finally, the Organizer may share the Data you submit to its suppliers, service providers, subcontractors or agents performing certain functions on the Organizer's behalf. For example, these suppliers could include the timekeeper, the race bib manufacturer, or the company in charge of medical assistance. These partners have agreed to maintain the confidentiality, security and integrity of your Data.

Data is hosted outside the European Union, in the USA.

You are liable to receive promotional offers by phone, post, email or SMS from the Organizer's commercial partners, to whom Data may be communicated and released for commercial marketing purposes, provided that you check the box provided for this purpose when ordering on Time To. In any case, you can opt out of these communications at any time in your "My Account" area or under the conditions provided below.

Pursuant to the amended French data protection act of 6 January 1978, you are entitled to query, access, rectify and oppose any Data about you, for legitimate reasons, and object to commercial canvassing on the part of the Organizer and/or its business partners. You also have the right to give specific or general instructions regarding the storage, deletion and communication of your Data post-mortem.

You can exercise all these rights by sending an e-mail to [informatique-et-libertes@aso.fr](mailto:informatique-et-libertes@aso.fr), or by sending a letter along with a copy of a signed identity document to:

Amaury Sport Organization (A.S.O.)  
 DPO - Run In Mont Saint Michel  
 40-42 Quai du Point du Jour

92100 Boulogne-Billancourt,  
FRANCE

Your requests will be considered in due course. A proof of your identity may be requested.

Commercial communications – right of opposition

If you are affected by telephone marketing, you can also object to the use of your phone number by signing up for free on the website [www.bloctel.fr](http://www.bloctel.fr).

If you are affected by e-mail marketing, you can change your preferences or unsubscribe from newsletters by directly going to your "My Account" area in the website <https://www.timeto.com/> and clicking on the link "My Newsletters".

If you are affected by SMS marketing, you can also unsubscribe by (i) sending the words "STOP SMS" to 36007 or (ii) going directly to your "My Account" area and clicking on "My Newsletters".

## **2.11. CONTACT INFORMATION- LEGAL NOTICE**

The Organizer and publisher of the website <http://www.harmoniemutuellesemideparis.com> is the company Amaury Sport Organization (A.S.O.), a limited company with a capital of €61,200,240, registered with the Nanterre Trade and Companies Register under number 383 160 348, with its headquarters at Boulogne Billancourt (92100) France, 40-42 Quai du Point du Jour, represented by its CEO, Mr. Yann le Moënner.

Responsible editor: Mr. Philippe Sudres.

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The site <http://www.runinmontsaintmichel.com> is hosted by Worldline, having his registered office in Bezons (95870), River Ouest, 80 Quai Voltaire.

Tel: +33 (0)1 34 34 95 95

## **2.12. DISPUTES, MEDIATION AND APPLICABLE LAW**

Any complaints related to the Event must be made in writing, in French or in English, mentioning the full name of the participant and their bib number, and sent to the Organizer's headquarters by email at the following address: [runinmsm@aso.fr](mailto:runinmsm@aso.fr) or by post to the following address:

Amaury Sport Organisation (A.S.O)  
Run in Mont Saint Michel by Harmonie Mutuelle  
40-42 Quai du Point du Jour  
92100 Boulogne-Billancourt,  
FRANCE

You can also contact the consumer ombudsman. The consumer ombudsman chosen by A.S.O., the Organizer, is the Paris Mediation and Arbitration Center (CMAP - Service Médiation de la Consommation, 39 avenue Franklin D. Roosevelt – 75008 Paris, France). You may also contact the relevant public service ombudsman, where this exists.

To contact a consumer ombudsman, participants should first send a registered letter with proof of receipt to the Organiser at the address given above.

If no response is forthcoming within two (2) months or in the event of an unsatisfactory response from the Organizer you may, before contacting a competent court and within a period of one (1) year following the first notification to the Organizer, use the free mediation service for consumer disputes related to the Event by contacting the CMAP at the contact details given above or through its website (<http://www.cmap.fr/offre/un-consommateur/>) or by contacting the competent public service ombudsman.

These Terms and Conditions of Sale were originally drafted in French, which is considered as the official language. They are subject to French law. Any issues relating to the Event which cannot be resolved by amicable agreement between the Organizer and the participant fall within the exclusive jurisdiction of the competent civil courts.