

# XTERRA BENELUX 2021

## TERMS AND CONDITIONS

You are registering to participate in an event organised by Sport & Tourism Promotion ASBL (STP), having head office Avenue de La Plante 54 Bte13, 5000 Namur (hereinafter referred to as "the Event").

The events will be held on June 12 (Namur), July 31 (Rosport) and September 11 (Ameland), 2021.

STP is your contact for all your questions. We are reachable by e-mail: [info@st-p.be](mailto:info@st-p.be).

### Article 1. Registration

The registration of the athlete is only valid if the registration form has been submitted including:

- after filling in all required form fields,
- and all registration details are correct,
- and the registration fee has been paid in full including additional charges
- and that these terms and conditions have been accepted.

The bibs can only be picked up by the athlete himself, by presenting a form of official identification as well as his triathlon license or a medical certificate dated no more than 6 months before the event. The medical certificate must stipulate that the athlete is fit to perform a triathlon in competition.

### Article 2. Cancellation and refund conditions

#### XTERRA BENELUX CHALLENGE

- **With cancellation insurance:**

The athletes can be reimbursed for the entirety of his / her registration for the XTERRA BENELUX Challenge until 1 June 2021 (except bank charges).

Registration fees for each race (95 euros / race) can be reimbursed up to 10 days before the date of the event (Belgium 02/06 - Luxembourg 21/07 - Netherlands 01/09).

If the event is cancelled, the athletes can be reimbursed (except bank charges).

The registration can not be transferred to another participant or used during a subsequent edition.

- **Without cancellation insurance:**

The athletes will have the possibility to cancel his registration for the XTERRA BENELUX CHALLENGE until 12/05/2021 and will receive a refund of € 150.

Reimbursement of the registration fee without cancellation insurance for one of the three matches (€ 40€/race) can be requested up to 30 days before the start of each race (Belgium 12/05 - Luxembourg 31/06 - Holland 11/08).

If the event is cancelled, the registration will automatically be postponed to 2022.

The registration can not be transferred to another participant or used during a subsequent edition.

### **Article 3. Right to retract**

The athlete has a right to cancel a registration within 14 days after the date of the registration, without payment of a fine and without having to justify the cancellation.

In case of this right of cancellation, the association Sport & Tourism Promotion will reimburse you the full fee paid via the same means of payment as the one used by the athlete when registering.

Sport & Tourism Promotion has the right to defer reimbursement until the end of the event.

To exercise this right of cancellation, you must notify STP of your decision to cancel the registration by means of an unambiguous declaration:

- by mail to the following address: Avenue de la Plante 54 Bte13, 5000
- by e-mail to the address: [info@stp.be](mailto:info@stp.be) ; or

You can use the example withdrawal form template as below but It is not mandatory.

*For the attention of «STP ASBL», Avenue de la Plante 54 Bte13, 5000 Namur via email: [registration@s-tp.be](mailto:registration@s-tp.be)*

*I / we (\*) hereby notify you (\*) of my / our (\*) retraction of the contract concerning my / our registration to the XTERRA BENELUX CHALLENGE 2020 below:*

- *ordered on (\*)*
- *name of the athlete (s)*
- *address of the athlete (s)*
- *signature of the athlete (s) (only in case of notification of this paper form)*
- *date*

*(\*) Delete as appropriate*

The cancellation request referred to here must always be accompanied by a copy of the e-mail confirmation of the registration send to the registrant.

### **Article 4. Participation**

Participation in the event is only possible if the enregistrement is valid as described in Article 1 and that the age requirements are met. The minimum age for participating in XTERRA BENELUX CHALLENGE is 18 years.

During the race, proof of registration (bib number) must always be visible. The road code applies except instructions provided by signalers and/ or police services.

During XTERRA BENELUX CHALLENGE, the participant must respect the rules of the National Triathlon League.

The organization reserves the right to exclude athletes who do not respect the provisions of these terms and conditions or represent a danger to themselves or to others. In this case, the organization will not refund any registration fees and any additional fees to the participant.

### **Article 5. Payment**

In order for the registration to be validated, the participant must always pay in advance when registering (registration fee and supplements) using the online payment system made available.

Sport & Tourism Promotion considers that it has taken all possible and adequate precautions and acts as a normal and cautious online seller. Sport & Tourism Promotion therefore declines any liability in case of theft.

#### **Article 7. Exercise healthy and safe**

Participation in a sporting event requires good health. The organization recommends a preventive examination by an approved sports doctor for participation in a sporting event.

The athlete will be required to present his triathlon license or his medical certificate to pick-up the bib. The participant declares to comply with these conditions.

#### **Article 8. Insurance**

The athlete is free to take out an individual insurance to cover any risks that may not be covered by the insurance provided by the league to which the athlete is affiliated to.

#### **Article 9. Personal data and intellectual property rights**

In the legitimate interest of the contract, we use your personal data in order to be able to ensure the administrative, financial and operational follow-up of your registrations.

This will include a database exclusively reserved for internal use. As part of this legitimate interest, our members can receive our newsletters informing about our various services. At any time you are able to unsubscribe from this newsletter.

The personal data that the non-profit organization Sport Tourism Promotion collects are only data necessary to support the delivery of the event. Sport & Tourism Promotion does not collect more data than necessary.

Sport & Tourism Promotion attaches great importance to the protection of privacy and data from the users of its applications and its websites and thus ensures that it adopts and enforces rigorously a policy of confidentiality in accordance with the regulations.

As part of our activities, photos may be taken and possibly used in our means of communication (facebook or other media for example). These photos are non-identifiable and non-identified. By registering for one of our events, you agree to the publication of these photos. If you do not agree, please notify us as soon as possible and at the latest five days before the event, at: [info@stp.be](mailto:info@stp.be).

Access to your personal data is strictly limited to the persons authorized and determined by Sport & Tourism Promotion and our service provider (s). These people are those who, by their function, are legitimate to see your data communicated in order to achieve the ends that we have previously described.

Your personal data will never be sold, shared, communicated or transferred to a third party not identified by this data protection charter.

Some of your data may be communicated to all judicial and administrative authorities

who requested it, as well as to technical or service providers, being a provider does not entitle them to use the data provided for purposes other than the mission for which the data are entrusted to him and / or for the sole needs of the execution of the service.

In accordance with the GDPR regulations, you can exercise your right of access and rectification to the data concerning you including request for deletion for free, by contacting us via the address: [info@stp.be](mailto:info@stp.be).

#### **Article 10. Remarks / complaints**

Comments / possible complaints should be sent:

- by mail to the following address: Rue de Blanmont 29, 1457 Nil Saint Vincent
- by e-mail to the address [info@stp.be](mailto:info@stp.be).

#### **Article 11. Validity of clauses**

If one or more articles of these conditions are invalid or illegal, for whatever reason, this will not affect the validity of the other articles of these terms and conditions.

#### **Article 12. Applicable law and competent court**

Belgian, Dutch and Luxembourg law are applicable.

Any dispute relating to the event is the exclusive domain of the Courts and Tribunals of the district court of Namur in Belgium.