



GENERAL TERMS OF USE

Last update 24 September 2020

Article 1- PREAMBLE

A.S.O. is a company that creates and organizes sports events.

The website <http://www.asocorporatechallenges.com> is:

- the unique registration platform for general public events / mass events that A.S.O. organises for companies, groups of collaborators (employees, volunteers, etc.), associations, companies, etc.;
- a merchant site selling products and/or services derived from the said events.

The purpose of these General Terms and Conditions of Use (GTC) is to define the conditions under which the User/Visitor may access and use the Service.

Any access and/or use and/or registration to the <http://www.asocorporatechallenges.com> site implies full and complete acceptance of and compliance with all the provisions of these T&Cs; they therefore constitute a contract between the Service and the User/Visitor.

In the event that the User does not wish to accept all or part of these T&Cs, he/she is asked to abort any use of the Service.

The User/Visitor is expressly informed that the only authentic version of the T&Cs is the one available online at <http://www.asocorporatechallenges.com> and that A.S.O. reserves the right to modify them at any time in order to take into account any legal, jurisprudential, editorial and/or technical changes.

It is therefore recommended that the User/Visitor systematically refer to the latest version of the T&Cs each time he/she connects to the Site.

However, no modification of the T&Cs shall be enforceable against the User/Visitor if it is contrary to the version of T&Cs in force on the date of acquisition of the product or service offered on the Site.

Article 2- LEGAL NOTICE

2.1. The web-site <http://www.asocorporatechallenges.com> est edited by : AMAURY SPORT ORGANISATION (A.S.O.)

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Represented by : Yann Le Moënner, Directeur Général

Publishing Director : Philippe Sudres



2.2. The site <http://asocorporatechallenges.com> is developed and hosted by:

ALITHYA CONSULTING

25 Rue de la Petite Duranne la
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Article 3- DEFINITIONS-

Dans les présentes CGU, les mots ou expressions commençant par une majuscule auront la signification suivante :

In these T&C, words or expressions beginning with a capital letter shall have the following meaning:

- T&C: The T&C refers to these General Terms and Conditions of Use
- User(s): The User is any natural person, of at least 18 years of age and having legal capacity, who is registered on the Site.
- Visitor(s): The Visitor is any natural person who connects to the Site without being registered.
- Site: The Site refers to the Internet site published by A.S.O. whose URL address is <http://www.asocorporatechallenges.com> and to which Users and Visitors have access.
- Service: The Service refers to the services offered to Visitors and Users through the Site as described below in the T&Cs.
- Profile(s): The Profile refers to the information provided by the User when registering on the Site, namely the personal data necessary to manage his subscription to all Site data, for access to the Site, the payment method chosen for the services thus selected or the agreement of the products offered.
- Cookie(s): A cookie is a small file of information that a website can send to the hard drive of a personal computer and then track it down. Some of the Site's personalised services may use temporary cookies for their proper functioning and require the User/Visitor's acceptance of these cookies. For more information, please refer to our Cookies Policy :

https://www.asocorporatechallenges.com/docs/Declaration/Declaration_de_confidentialite_ASO_Corporate_Challenges_US.pdf



Article 4- PRESENTATION REGISTRATION ON THE SITE

4.1. Présentation

The Site is a site containing information including editorial content, videos, photos, information, and allowing access to free or paid services, free or paid events, free or paid third-party sites, without this list being considered exhaustive or restrictive.

The Site is also a commercial site that offers various products and services for sale: registration for free or paid events, merchandising, visits, without this list being considered exhaustive or restrictive.

The Site is accessible free of charge to any Visitor with an Internet connection.

However, access to certain sections and functionalities of the Site is reserved for Users after identification using their username and password.

All costs, whatever they may be, relating to access to the Site are exclusively the responsibility of the User or Visitor, who is solely responsible for the proper functioning of their computer equipment and their access to the Internet.

The Site is, in principle, permanently accessible, except in the event of interruption for maintenance purposes and/or in the event of force majeure (technical problems, network failure, etc.).

4.2. User registration

In order to access the reserved sections and functionalities, the Visitor must create a personal account to complete his Profile.

To validate his registration and benefit from the entire Service, the Visitor wishing to become a User will be required to complete the corresponding online form. All fields marked as mandatory must be correctly filled in as, otherwise, the registration will not be validated.

The User undertakes to provide valid and updated data and information. In particular, he undertakes not to create a false identity likely to mislead third parties. A.S.O. reserves the right to suspend or terminate the personal account of the offending User without delay and, if necessary, to refuse access to all or part of the Site.

A User may, under no circumstances, hold several accounts, A.S.O. reserves the right, if necessary, to delete all of these accounts.

Once his account has been validated, the User may, at any time, modify and update the data contained in his account, if he so wishes. The User is solely responsible for his account, username and password.

A.S.O. cannot be held responsible for any use of the User's account by a third party.

Registration on the Site in accordance with the terms and conditions referred to above constitutes express acceptance, without reservation, of the T&Cs

Article 5- TERMINATION OF THE CONTRACT

5.1. By A.S.O.



A.S.O. may automatically close the account of any User whose behaviour is contrary to one of the clauses of the GCU.

5.2. By the User

The User may close his account at any time by sending his request by email to the address hospitalite@aso.fr provided that no registration for an event is in progress, related to his account.

The deadline for closing the account will be communicated as soon as possible to the User.

Article 6- FUNCTIONING OF THE SERVICE

6.1. Content uploaded by A.S.O.

By connecting to the Site, any Visitor and/or User will have access, each according to his or her status, to the content posted online by A.S.O.

The content posted by A.S.O. remains its exclusive property under the terms and conditions referred to in Article 10 entitled "Intellectual Property" of the GCU.

6.2. Content uploaded by the User

The User is solely responsible in regard to A.S.O. and third parties, for any damage, direct or indirect, of any nature whatsoever, caused by the content or any other element that it communicates, transmits or disseminates, as well as for any breach of these GTU.

Users are reminded that they must comply with the laws and regulations in force and respect personal rights.

A.S.O. reminds the User that the Internet network cannot guarantee confidentiality, therefore, any communication by the User of sensitive or confidential information such as credit card number, confidential codes, address, telephone number, email, passwords will be made under its sole and entire responsibility.

Article 7- ADVERTISERS/PARTNERS



The User/Visitor shall be personally responsible for all correspondence and/or commercial relations (in particular participation in promotions, delivery and use of goods or services) with an advertiser present on the Site.

A.S.O. shall in no event be liable for any loss and/or damage of any kind arising from such correspondence or business relationship with such advertisers.

Article 8- THIRD PARTY TIERS

The Internet pages of the Site may contain hypertext links to websites published by third parties (hereinafter referred to as "Third Party Sites") over which A.S.O. has no control.

If the User/Visitor decides to access these sites, he/she is solely responsible.

A.S.O. assumes no responsibility for the content of the Third Party Sites or the content to which the Third Party Sites may link.

The presence of hypertext links to Third Party Sites does not mean that A.S.O. approves in any way whatsoever of the contents of the Third Party Sites.

A.S.O. is not responsible for any changes or updates to the Third Party Sites. A.S.O. is not responsible for the communication of information from the Third Party Sites, nor for their malfunction. These links to Third Party Sites are provided to Users only for their convenience.

Users and/or Visitors are solely responsible for any transactions with third parties, including advertisers, that appear on the Site, including with respect to delivery operations and payment for goods and services.

Article 9- COMMUNICATION BETWEEN USERS AND THE SITE

A.S.O. will communicate mainly with Users by means of e-mails, SMS or the publication of messages on the Site or its mobile application, after obtaining the User's consent.

A.S.O. will be able to send you:

- information, announcements and updates relating to the Site;
- messages summarizing your password and identifier;
- the confirmation of the creation of his User account;
- newsletters about A.S.O.'s activities; -information necessary to correct any account errors.

The User will also be able to accept to receive information from A.S.O.'s partners by means of emails and/or SMS if the User has consented.

Article 10- INTELLECTUAL PROPERTY

A.S.O. is the exclusive owner or holder of all intellectual property rights on the Site, relating to all content (substance/form) published and, for all countries: logo, graphic charter and site map, texts, section titles, pages, scripts, icons, pictograms, photographs, videos, data, statistics and any other editorial content.

The User is prohibited from reproducing and/or using the trademarks, logos and domain names appearing on the Site.

No element composing the Site (texts, articles, photos, drawings, images, videos, data, statistics,

etc.) may be copied, reproduced, modified, republished, uploaded, distorted, transmitted or distributed in any way whatsoever, in any form and medium whatsoever, in whole or in part, without the prior written consent of A.S.O. with the exception of strict use for press purposes and subject to respect for intellectual property rights and any other property rights mentioned.

Any total or partial representation of the Site by any means whatsoever, without the express authorization of A.S.O. is prohibited and would constitute an infringement that could engage the civil and criminal liability of its author.

A.S.O. thus reserves the right to prosecute any act of infringement of its intellectual property rights

Only private copying is allowed for personal, private and non-commercial use.

Any reproduction of any content is therefore, as a matter of principle, strictly prohibited without the express consent of its author.

However, a partial reproduction (right of quotation) may be tolerated provided that it is clearly and visibly attached to each page reproducing content, the following statement: "This content is reproduced from the article"[specify the title and address of the source of the reproduced content]" of the A.S.O. site, which may have been updated since (on[add date])".

Article 11- PERSONAL DATA

A.S.O. undertakes to respect the confidentiality of personal information and personal data communicated by the User, and to treat them in compliance with the Data Protection Act of 6 January 1978 as amended by the Act of 20 June 2018.

For more information, the User may consult the Privacy Statement :

https://www.asocorporatechallenges.com/docs/Declaration/Declaration_de_confidentialite_ASOCorporate_Challenges_US.pdf

in which A.S.O. details its use of the personal data provided by the User as well as the specific procedure applicable to the User regarding the exercise of its rights.

Article 12- LIMITATION OF LIABILITY

A.S.O. cannot, moreover, be held responsible for any malfunctioning of the network or of the servers or any other event beyond its reasonable control, which would prevent or degrade the access to the Service.

A.S.O. reserves the right to interrupt, temporarily suspend or modify without notice access to all or part of the Service, in order to ensure its maintenance, or for any other reason.

A.S.O. cannot therefore be held responsible for any damage, whatever its nature, resulting from the unavailability of the Site.

The User acknowledges that he/she is informed and accepts the fact that A.S.O. cannot, for any reason or in any form whatsoever, be held responsible for the creation, deletion, failure to deliver or store digital data or personalized installations of the Users, placed under the sole and entire responsibility of the latter.

The User acknowledges that his use of the Service is at his own risk.



It is therefore the User's responsibility to take all appropriate measures to protect his own data and/or software from contamination by any viruses circulating on the Site.

The Service is provided on the basis of an "as is" service and is accessible according to its availability.

A.S.O. does not provide any express or implicit guarantee, including, without this list being exhaustive, guarantees relating to the quality and compatibility of the Service for a specific use, and to the non-violation of the rules of use of the Service by its Users.

The speed of information flow is specific to each network; A.S.O.'s responsibility can under no circumstances be sought.

A.S.O. cannot give any guarantee of reliability with regard to all the information provided and other data present on the Site, whether provided by it, its partners and/or any third party.

Consequently, all information and other data on the Site is provided for information purposes only and should not be considered, in any way whatsoever, as specific advice or decision-making assistance in order to carry out a transaction; the User acknowledges that he/she uses this information and other data on the Site offered at his/her own risk

Article 13- APPLICABLE LAW AND JURISDICTION

The present T&Cs are governed by French law.

In the event of a dispute, an amicable solution will be sought before any legal action is taken by bringing a claim to the attention of A.S.O., by registered letter with acknowledgement of receipt, within ten (10) days of the dispute arising.

In the absence of an amicable settlement, any dispute to which the GCU may give rise shall be submitted to the exclusive jurisdiction of the courts within the jurisdiction of the Court of Appeal of VERSAILLES.