

## **GENERAL TERMS AND CONDITIONS**

You registered to participate in the ABSoluut Ghent 10 Miles 2022, an event organized by Club365 vzw (company number BE0702802414) with registered office at Henri Dunantlaan 8, box 601, 9000 Ghent, Belgium, hereinafter referred to as the **organizer**.

For all your questions regarding this event, you can contact Club365's contact person for this event (Stefaan Engels) during office hours on 0488 62 51 11 or by e-mail:

[stefaan@absoluutghent10miles.com](mailto:stefaan@absoluutghent10miles.com)

### **Article 1. Registration**

The participant hereby declares that at the time of the registration, he is at least 18 years old or has the consent of his legal guardian to register for the event.

The registration is only valid if the registration form has been filled in completely and truthfully, the registration fee and payment for extras have been paid in full and these general terms and conditions have been accepted.

### **Article 2. Right of withdrawal**

The registration falls under the services referred to in Art. VI.53, 12° of the Economic Law Code for which the right of withdrawal is excluded.

In case of non-participation, for whatever reason, no refund of the registration fee and any extras can be claimed.

### **Article 3. Cancellation of the event**

If the event cannot take place due to exceptional circumstances, the organizer will, as far as possible, offer the participants an equivalent alternative in the form of the opportunity to register free of charge for a new/next edition of the same event, or another equivalent Club365 event. The organizer will decide for each event which of these alternatives apply to the case.

The organizer can under no circumstances be obliged to refund the registration fee and any extras (such as merchandising, T-shirts, contribution to charity, ...).

### **Article 4. Participation**

Participating in the event is only possible with a valid registration. Registration, purchase of extras and payment are done through an external partner organisation: [SQM Time](#).

By subscribing you also agree to their (general and other) terms and conditions. You can find these on their website: <https://www.sqmtime.com/en-terms>

### **Article 5. Prices**

The prices specified are always expressed in Euro and include VAT, unless explicitly stated otherwise.

### **Article 6. Payment**

The participant must always pay the full amount of the registration (registration fee and extras) in advance, upon registration, via the online payment system provided. Payment is made through the above-mentioned external partner organization: [SQM Time](#).

The organizer and the partner organization SQM Time believe that they have taken all

possible and relevant precautions and thus act as a normal and diligent online seller. Any theft cannot therefore be invoked against the organizer.

#### **Article 7. Change of registration**

Participants who want to transfer their registration for an event to another person can do this online via the SQM Time platform.

Name changes are NEVER possible on site on the day of the event.

Participants who wish to switch distances after registration can do so up to the day before the event via their account. This can still be done on the day itself when collecting their bib number. Volunteers can then easily adjust the distance via a web page.

#### **Article 8 Healthy & safe exercising**

Participation requires good health. The organization therefore recommends a preventive sports medical examination with a recognized sports doctor before taking part. When registering, the participant declares to comply with this requirement. The organizers cannot be held responsible for the participant's medical problems.

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

All the information about the participants is intended for the organizer. It may, however, be passed on to the parties contractually bound to the organizer with the consent of the concerned party, e.g., SQM Time. The Act on privacy protection in relation to the processing of personal data provides the right to access and modify the data. The participant can at all times request a rectification of his personal data, via the contact details included in these general terms and conditions.

By participating in the event, you agree to the possible use of visual material from your participation at the event or portrait rights in print, film, video, etc. for promotional purposes of Club365 vzw and its events, without claiming compensation for this.

The participant declares that he/she is aware of the fact that techniques can be used that make it possible to determine his/her precise location at any time during the event by receiving signals from the chip attached to the bib number that each participant must wear as proof of participation. The participant grants permission to the organizer and to the partner organization, SQM Time, to publish this information, so that it can be seen by everyone.

The participant grants the organizer permission to follow his location in real time (live tracking) in a manner as described above, to include this data in a file, to provide it to third parties and to publish it via the internet, via social media and via any mobile applications.

#### **Article 10. Comments/complaints**

Comments should be submitted through one of the channels mentioned in the introduction of these terms and conditions. The organizer will always try in all reasonableness to deal with every comment within 10 days of receipt via one of the above-mentioned channels. If this fails, the participant will also be notified, and an alternative timeline will be proposed.

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

If one or more articles of these terms and conditions are declared invalid or illegal, for

whatever reason, this will not affect the validity of the other parts of the terms and conditions.