

TERMS AND CONDITIONS

ASSOCIATION METROPOLE NICE COTE D'AZUR SPORTS
(A.M.N.C.A.S)

28, Rue Tonduti de l'Escarène

06000 Nice

www.metropolenicecotedazursports.com

It is specified beforehand that the present conditions only apply to the sale by A.M.N.C.A.S (Registered Office: 28 Rue Tonduti de l'Escarène, 06000 Nice, N° W 062006501) of registration for the trial "Tour Métropole Nice Côte d'Azur," accommodation, catering and transport related to this trial.

These conditions apply to the exclusion of all others.

ARTICLE 1- PURCHASE OF REGISTRATION FOR THE TRIAL

1.1.

How to register for the trial organised by A.M.N.C.A.S

The Site offers for sale, registration for the Tour Métropole Nice Côte d'Azur, giving the customer the right to obtain a bib, and the right to register any companion, on the conditions laid out by the trial's regulations.

The price of registration is given in euros, inclusive of taxes, at the rates in force on the day of order.

A.M.N.C.A.S. reserves the right to change its prices at any time, but the fee is billed on the basis of the rates current at the time the order is made.

To validate registration for the trial, the customer undertakes to accept without reservation, after reading them, of the regulations of the said trial, setting out all registration conditions, by ticking the box at the end of the registration form, which says:

"I have read the regulations of the trial and accept it without reservation."

The customer states that (s)he has read and accept these Terms and Conditions before placing the order. Confirmation of the order implies acceptance of the Terms and Conditions.

Bibs are retrieved at the tour village, on the dates and times set by the organiser.

1.2.

Commitment

Any commitment is personal, firm and definitive, and not subject to refund for any reason, except special provision in the regulations. Transfer of registration is not permitted for any reason.

Any person who reassigns a bib to a third party, will be held responsible in the event of an accident to or caused by the latter during the trial.

The organisers take no responsibility for any such accident in this situation.

1.3.

Right of Withdrawal

The customer has no right of withdrawal from the purchase of the services provided in his pack Tour Métropole Nice Côte d'Azur according to the conditions.

ARTICLE 2 - COMMON ARRANGEMENTS FOR THE PAYMENT OF ENTRY FEES

2.1 Payment and confirmation

Entry fees are for individuals, physical persons, for their use and personal enjoyment.

Payment of entry fees, via the site, can only be done by bank card. Cards accepted for online payment are only the following: Carte Bleue / Visa / Eurocard-Mastercard.

The customer guarantees that he is fully entitled to use the payment card supplied to pay the order and that this card has sufficient funds to cover all the subsequent costs of this order. The customer's bank account will immediately be debited to the value of the sum of entry fees, included taxes (at the current rate on the day of the order), in euros.

Confirmation of the order renders the sale firm and definitive. Security of payments by bank card is ensured by a secure interface (Guarantee of payment 3D secure) Caisse d'Épargne which encrypts and keeps confidential information safe.

Data recorded by A.M.N.C.A.S. constitutes evidence of all transactions made by A.M.N.C.A.S. and its users. Data recorded by the secure payment system is proof of financial transactions. In every case, online entry of the bank card number and final confirmation of the purchase provide proof of the entire said purchase, according to the provisions of the law of 13 March, 2000, and means that the moneys committed by the order are due. This confirmation is equivalent to a signature and express acceptance of all operations carried out on the Site.

2.2 Summary of the Sale

Subject to the centre of authorisation of bank cards accepting payment, the customer will receive by e-mail a summary of the sale bearing the order number.

In some cases, particularly a mistaken address or other problem on the customer's account, A.M.N.C.A.S. reserves the right to retain the customer's order until the problem is resolved.

Article 3 - PURCHASE OF ACCOMMODATION AND TRANSPORT SERVICES

The Site offers for sale, the Tour Métropole Nice Côte d'Azur, with accommodation, catering and luggage transport services. The

site also offers for companions accommodation, catering and luggage transport services.

The customer acknowledges having been informed of and accepted the fact that accommodation and transport offers are subject to the present Terms and Conditions as well as by the provisions of the Law on Tourism, in particular articles R.211-3 à R.211-13.

3.1 Responsibility

The responsibility of the A.M.N.C.A.S. is limited only to the accommodation, catering and transport services sold by them.

3.2. Price

Prices are given in Euros.

Prices include:

-

Hotel or Tourist Residence nights as shown

-

Breakfasts

- Meals

-

Any tourist taxes

-

The options shown

-

The transport shown

Unless otherwise stated, the following services are not included in the price:

-

Cancellation Insurance, Multi-risk Insurance, Optional Insurances

-

personal expenses (extra drinks, gratuities, telephone; etc.)

-

services not included in the description

3.3. Booking, payment and confirmation

Booking is exclusively made via the dedicated internet site, according to availability, if applicable.

As a private individual, the customer undertakes not to be a business and is not procuring or using entries, products and services sold on the internet site, for business, commercial or in any way to make a profit.

Cards accepted for online payment are only the following: Carte Bleue / Visa / Eurocard / Mastercard.

The customer guarantees full entitlement to use the payment card supplied for payment of the order and that this card gives access to sufficient funds to cover all costs subsequent to this order.

The customer's bank account will be immediately debited for the entry fee.

Security of payments by bank card is ensured by a secure interface (Guarantee of payment 3D secure) Caisse d'Épargne which encrypts and keeps confidential information safe.

Any confirmed order renders the sale firm and definitive, and is not refundable for any reason.

Data recorded by A.M.N.C.A.S. constitutes evidence of all transactions made by A.M.N.C.A.S. and its users. Data recorded by the secure payment system is proof of financial transactions.

In every case, online entry of the bank card number and final confirmation of the purchase provide proof of the entire said purchase, according to the provisions of the law of 13 March, 2000 and means that the moneys committed by the order are due.

This confirmation is equivalent to a signature and express acceptance of all operations carried out on the Site.

3.4. Summary of the Sale

Subject to the centre of authorisation of bank cards accepting payment, the customer will receive by e-mail a summary of the sale bearing the order number.

In some cases, particularly a mistaken address or other problem on the customer's account, A.M.N.C.A.S. reserves the right to retain the customer's order until the problem is resolved.

For a team entry, commitment of team-members is firm and definitive: no changes can be made.

3.5. Cancellation/Changes imposed by A.M.N.C.A.S.

3.5.1. Cancellation

According to article R. 211-10 of Tourist Law, if A.M.N.C.A.S finds itself obliged to cancel the trip, it will inform the customer.

The customer will be fully refunded by the A.M.N.C.A.S.

If the cancellation is due to force majeure or danger to users' safety, the customer may not claim compensation.

If cancellation is requested by the customer, he will inform the organisers by e-mail and registered letter. Customers will be refunded according to the refund table laid out in the regulations, according to the date of the postmark.

3.5.2.

Modification

If essential elements of the trip have to be modified before departure, A.M.N.C.A.S. will alert the customer by all possible means and offer:

- either to cancel the trip free of charge,
- or the chance to take up a different trip.

The customer must inform organisers in writing of the decision within 48 hours (forty-eight hours).

3.6 Accommodation

All rooms must be clear by 9am, on the day of a stage.

In the hypothetical case of force majeure, security reasons, or third-party deed, A.M.N.C.A.S. may be obliged to change hotels or tourist residence advertised without this constituting a modification of an essential element of the trip. As far as possible, the customer will receive prior notification and A.M.N.C.A.S. will

provide them a service in a category at least equivalent to the initial proposal.

Article 4 – CLAIMS

Unless required by law, any operation between A.M.N.C.A.S. and the customer on the site, unchallenged as outlined below and within 15 (fifteen) days from the date of the said operation, cannot give rise to a claim.

Any deed occurring during the trial, particularly in the event of injury, must lead to a claim being submitted within 5 (five) days after the said trial, except where specifically laid down in the Regulations. After that limit, no claim will be permitted.

Any request or claim other than requests and claims relating to accommodation, transport or catering services, should be addressed, by registered letter, in French or in English, to the following service:

Association Métropole Nice Côte d'Azur Sports
28, Rue Tonduti de l'Escarène
06000 NICE
FRANCE

Any request or claim other than requests and claims relating to accommodation, transport or catering services, should be addressed, by registered letter, in French or in English, to the following service:

Association Métropole Nice Côte d'Azur Sports
28 Rue Tonduti de l'Escarène
06000 NICE

Article 5- APPLICABLE LAW AND COMPETENT JURISDICTION

These Terms and Conditions are subject to French law.

Similarly, the contract between the customer on the one hand, and A.M.N.C.A.S. on the other, is subject to French law.

In the event of any dispute, an amicable solution will be sought before any judicial recourse by drawing claims to the attention of A.M.N.C.A.S. by registered letter with proof of delivery, within ten (10) days following the dispute arising.

Where no amicable resolution is found, any dispute arising from these Terms and Conditions will be in the exclusive competence of the jurisdictions of the responsibility of the Court of Appeal of Aix-en-Provence

Legal Information

Name: Métropole Nice Côte d'Azur Sports

Registered Office: 28 rue Tondutti de l'Escarène, 06000 Nice (C/O G.S.E.M)

SIREN Number: 789 901 238

SIRET Number: 789 901 238 00012

Design and development by the Comback Agency.

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Business status: SARL

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