

GENERAL TERMS AND CONDITIONS OF CHASIN' THE SUNSET

1. Applicability

- 1.1 These general terms and conditions apply to all cycling events of Chasin' the Sunset B.V. (the Organiser). Chasin' the Sunset consists of various event routes that can be cycled, each with their own unique features. These general terms and conditions apply to legal and other acts and agreements between the Organiser and the Participant.
- 1.2 If any provision of the general terms and conditions proves to be void, this will not affect the validity of the other terms and conditions. In consultation, a provision that is in line with the intention of the parties will then replace the void provision.
- 1.3 The applicability of the general terms and conditions of the Participant is explicitly rejected.
- 1.4 These general terms and conditions may be amended by a mere notification from the Organiser to the Participant. In the absence of written protest within 30 days after this notification, the amended general terms and conditions will apply from the day of notification to all legal acts and agreements to be concluded and to all agreements in force between the parties and current agreements, insofar as they are executed after the day of notification.
- 1.5 The deadlines in these general terms and conditions will always be final for the Participant.
- 1.6 Provisions of the general terms and conditions may only be derogated from in writing.

2. The formation and content of the agreement

- 2.1 All offers, quotations, expense budgets, etc. of the Organiser will be subject to contract, unless the Organiser has stated otherwise in writing.
- 2.2 All information and/or specifications provided by the Organiser are approximate only, unless explicitly stated otherwise in writing.
- 2.3 The Organiser will be entitled to engage third parties for the performance of the assignment.
- 2.4 The agreement between the Organiser and the Participant will be concluded after the Participant has submitted the registration form on the event website.
- 2.5 The reservation is made on the basis of a fully completed registration form that is submitted to the Organiser via the online registration form on the event website.
- 2.6 This reservation may only be changed with the Organiser's approval.
- 2.7 The agreement will only be formed after the Organiser has confirmed the registration by e-mail.

3. Obligations of the Participant

- 3.1 The Organiser may deny a Participant who, in the sole opinion of the Organiser, acts in violation of the agreement (including but not limited to the safety regulations, instructions and house race rules) the use of a starting permit for the event with immediate effect.
- 3.2 The Participant will be responsible for the actions/omissions of any third parties engaged and/or invited by them.

- 3.3 The Participant will be obliged to take out travel, cancellation and/or other insurance policies.

4. Other obligations

- 4.1 Without the written permission from the Organiser, the transfer of all or part of the agreement by the Participant to a third party will not be permitted.
- 4.2 If the participation package is not or not fully used, this will be at the Participant's expense and risk, and this will not release the Participant from their payment obligation.
- 4.3 If the Participant acts in violation of the agreement, the Organiser will be entitled to terminate the agreement without any judicial intervention being required, in which case the Organiser will retain the right to full payment.
- 4.4 If the participation package is left unused, the Organiser will have the right to make the participation package available to others.

5. Team changes

- 5.1 It is possible to replace a teammate. The Participant must request this in writing via e-mail, and the Organiser must confirm it. Changes may be made no later than 3 weeks before the event.
- 5.2 Changes within 3 weeks before the event are on request. As Organiser, we will try our best to make changes, however, this change cannot be guaranteed.

6. Price, payment

- 6.1 All (agreed) amounts are including VAT and any other government levies, unless agreed otherwise in writing.
- 6.2 The Participant will be obliged to provide security for the obligations under the agreement at any time on the Organiser's demand.
- 6.3 The full payment must be made directly by the Participant to the Organiser during registration.
- 6.4 Payment must be made in the manner to be specified by the Organiser.
- 6.5 The Organiser will not be in default as long as the Participant has not (completely) fulfilled their obligations.

7. Cancellation provisions

- 7.1 After the agreement for the participation in the event has been formed, it will only be possible to cancel the agreement in writing, and the following cancellation provisions will apply.
 - 7.1.1 Cancellation from 27 days before the event date: 100% owed
 - 7.1.2 Cancellation between 60 and 28 days before the event date: 75% owed
 - 7.1.3 Cancellation between 120 and 61 days before the event date: 50% owed
 - 7.1.4 Cancellation up to 121 days before the event date: 25% owed
- 7.2 If, at the time of cancellation, the Organiser's loss exceeds the cancellation fee included in Article 7.1 of these general terms and conditions, the Participant must compensate the Organiser for this amount in excess.
- 7.3 The Organiser will be entitled to charge to the Participant all costs, including full extrajudicial costs subject to a minimum of €250.00 excluding VAT and legal costs.

- 7.4 The organisation recommends, in order to avoid high cancellation charges, to arrange for a new team to take over the participation package. Please refer to the above conditions.
- 7.5 A refund of registration fees is not possible if the organisation denies a rider participation on the basis of the rules.
- 7.6 Booked extras cannot be cancelled.

8. Cancellation of the event

- 8.1 The organisation has the right at all times, at its own discretion, to cancel a stage for safety reasons or any other reasons whatsoever.
- 8.2 If an event is cancelled either wholly or partially, the Participant will not be entitled to compensation, regardless of the cause for the cancellation of the event, unless this is solely attributable to the Organiser due to an intentional act or gross negligence on the part of the Organiser.
- 8.3 If the full or partial cancellation of the event is communicated in writing within 27 days prior to the first event date, the Participant must make a claim under the travel and/or cancellation insurance taken out by them in advance with respect to usage expenses already paid. In the event of written communication more than 27 days prior to the event date, the payment made will be refunded to the Participant in accordance with the cancellation provisions of Article 7. The Participant must make a claim under the travel and/or cancellation insurance with respect to usage expenses paid that are refunded.
- 8.4 There is no right to compensation if goods or services concerning the event are no longer arranged as a result of force majeure, statutory restrictions, safety reasons or any other cause.
- 8.5 Covid-19: If an event is cancelled or the event date needs to be changed due to Covid-19, the Organiser refers to the Dutch terms and conditions: 'Regeling Ticketgelden Coronacrisis'.

9. Liability

- 9.1 Participants agree to the Organiser's race regulations and safety rules for their own benefit and that of others.
- 9.2 Participants are aware that their participation involves a certain risk. However, participants seek out danger themselves, and confirm that the Organiser of the event or one of the subsidiaries, partners or suppliers cannot be held responsible should the Participant sustain physical injury. Participants are in possession of valid personal liability insurance, travel insurance, and personal accident insurance covering their participation. If the Participant causes harm to others or causes damage to their property, the Participant is responsible for this and ensures that the Organiser or one of the subsidiaries does not suffer loss as a result.
- 9.3 The Organiser is not liable for damage caused by the Participant's use of supplied promotional materials and means of communication. The use of stickers, signs, etc. on the bicycle is fully at the Participant's own risk.
- 9.4 The Organiser cannot be held liable if the Participant has not taken out insurance.

10. Privacy

- 10.1 The organisation or third parties given permission by the organisation from time to time are given the right to make and use audio recordings, video recordings and photographs of the event, and to use the name, image, voice, appearance, performance and biographic material of the Participant in any way whatsoever (commercially, for marketing purposes or other purposes) in all media without any limitation in time. Participants consent to this by participating in the event.
- 10.2 The organisation has permission to use, broadcast, display, reproduce and/or make the material available to the public in all media, including but not limited to radio, television, cinemas, data carriers and the Internet. The organisation has the right to change, interrupt, edit or otherwise adjust the material, and may use the material without limitations. In addition, the organisation has permission to transfer the granted rights to third parties.
- 10.3 The Participant gives permission for and agrees to the use of material containing their image for the event's promotional purposes. The Participant does not expect financial gain in exchange for their appearance in material that is related to the event one way or another.
- 10.4 Due to processing of personal data we refer to our privacy policy that is published on the event website.

11. Applicable law and competent court

- 11.1 Dutch law applies exclusively to all legal relationships between the Organiser and the Participant.
- 11.2 The Court of Oost-Brabant has exclusive jurisdiction to hear disputes between the parties, to the extent that mandatory statutory provisions do not oppose this.