

## **GENERAL REGULATIONS AND GENERAL CONDITIONS OF SALE**

Any **REGISTRATION** signifies acceptance of these rules. In the event of non-compliance with the rules, the offender is liable to sanction or even exclusion.

### **ARTICLE 1**

All participants acknowledge having read these rules, accepting their clauses in their entirety and accepting the normal and frequent risks associated with cycling, such as individual or collective falls.

### **ARTICLE 2**

The UCI Granfondo Vosges ( **Granfondo** and **Mediofondo courses** ) is a mass and endurance cycling event, including individual performance measurement and rankings. It takes place on open public roads, in accordance with the FFC cycling event regulations. The **Randonnée event** is a promotional sports ride without individual performance measurement and rankings.

### **ARTICLE 3**

The UCI Granfondo Vosges and its events ( **Granfondo** and **Médiofondo** ) are open to all, licensed and non-licensed, over 18 years of age in the calendar year. Minor participants on the day of the event must provide parental authorization. The promotional event (the **Randonnée** ) is open to all from the age of 15 (with parental authorization for minors).

### **ARTICLE 4**

*Only concerns those registered for the **Granfondo** and **Médiofondo events** .*  
All licensees, including Handisport, must present the original or a copy of their licenses, non-licensees and FFCT licensees must present a medical certificate of no contraindication to the practice of competitive cycling, dated less than one year on the date of the event, or a Health Certificate issued by the FFC. Failing this, they will be registered in **Randonnée** .

### **ARTICLE 5**

Wearing a hard-shell helmet is mandatory for all UCI Granfondo Alpes events and for their entire duration. Each participant is required to respect the highway code, to use the right-hand side of the road and to ensure their own safety by adapting their speed. They undertake not to have a following vehicle on the course (the organiser

declines all responsibility in the event of an accident caused by or with such a vehicle). Throwing any object, container, food, document, paper or rubbish on the road is strictly prohibited. Regulatory equipment, in particular lighting (white at the front and red at the back) is mandatory in the tunnels.

The organization reserves the right to exclude from participation in the event participants who do not comply with the provisions of these general conditions or who represent a danger to themselves or to third parties.

## **ARTICLE 6**

### *Civil liability*

The organizers have taken out a contract which covers their Civil Liability.

### *Personal injury, personal accident insurance*

In accordance with the provisions of Article L321-4 of the Sports Code, the organizers insist on the interest of taking out a personal insurance contract covering bodily injuries to which participation in this event may expose them. It is up to the participants to insure themselves against this type of damage. Licensees must check with their federation that they are adequately covered for bodily injuries incurred during their participation in this type of event. Otherwise, it is in their interest, as well as that of non-licensees, to take out at least the proposed insurance, or other guarantees with the insurer of their choice.

### *Material damage and liability*

Neither the organizer nor its insurer covers any damage that participants' equipment and materials may suffer, particularly in the event of a fall or theft. It is up to each participant to insure themselves against this type of risk with the insurer of their choice.

Participants acknowledge the non-responsibility of the organizers for the surveillance of personal property or objects in the event of theft or loss. Objects, accessories or bicycles given to third parties during the event (member of the organization or not) will be under the full responsibility of the participant who deposited them.

## **ARTICLE 7**

A security and supervision system is in place (vehicles, motorcyclists, signallers, radios, etc.). A free first aid and medical supervision service composed of doctors, ambulances and first aiders is set up for each event. This is in addition to conventional and public emergency resources. Other costs for medical, surgical, hospitalization, evacuation and repatriation care remain the responsibility of the participants.

## **ARTICLE 8**

In the event of a claim that could involve the organizer's liability, a declaration must be sent within 48 hours, in writing, to the organizer by registered mail. This declaration must include the precise and detailed circumstances of the claim, as well

as any supporting documents, in order to constitute a file accepted by the Insurance Companies.

## **ARTICLE 9**

All participants must have equipment that complies with the regulations (brakes, new tires) before setting off, and must provide spare parts (inner tube essential), as well as suitable clothing. A technical assistance service can be provided at the start, and at fixed points on the course (parts invoiced, free labor). This service cannot be held responsible in the event of an incident or fall, whether or not resulting from its intervention. In this regard, the equipment, an accessory to the bicycle, must be correctly secured in order to avoid any risk of falling, breaking or being lost on the road. Any negligence on their part in this area, engages the full responsibility of the participant.

Extensions are prohibited on all events. Electronically assisted bikes will only be accepted on the **Randonnée format** .

## **ARTICLE 10**

The defined route may be modified, the event neutralized, or even cancelled without notice, by the event director alone. The times of passage are determined and limited to a fixed and defined time. After the deadline, any participant still on the route will be considered out of the event. He or she must, depending on the case, take the safety route, return his or her frame plate to the broom wagon and, if necessary, take it or stop. In the event of refusal, he or she will no longer be covered by the organization, which declines all responsibility.

## **ARTICLE 11**

### *Cancellation of the event – force majeure – liability*

The Organizer's liability in the event of force majeure is excluded. Force majeure means any circumstance beyond the Organizer's control that prevents it (even temporarily) from fulfilling its obligations in whole or in part. This includes (non-exhaustive list), non-delivery or late delivery or errors by suppliers or other contracted third parties, instructions, decisions or interventions of any kind by a public, administrative or regulatory authority, terrorism or terrorist threat, weather conditions (such as extreme heat, thunderstorms, storms, gusts, floods, etc.), fire, riot, war or threat of war, insurrection, epidemics, pandemics (such as COVID-19), state of quarantine, disruptions in a network or connection (telecommunications) or connection or communication systems used, riots on public roads, blockades, strikes or lockouts, demonstrations and other disturbing disturbances.

Cases of force majeure do not entitle you to any refund of registration fees or other form of compensation.

## **COVID-19**

COVID-19 is a highly contagious virus that can lead to serious illness and death. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Attendance at the event is entirely voluntary and at the participant's own risk, and implies acceptance of the risks associated with exposure to COVID-19 or any other infectious disease, i.e. any disease caused by an infectious and/or toxic substance that occurs through the direct or indirect transmission of this substance from a person or other living or infected organism. The Organizer is not responsible for any contamination with COVID-19 or other disease following participation or attendance at the event.

In the event that the organizer cannot let the event take place due to an epidemic or pandemic (such as COVID-19 and any new wave thereof) and/or urgent government measures ("force majeure"), the registration will be automatically transferred to the new date or to the next edition of the event.

### Cancelation

In case of cancellation of the event by the Organizer, except in cases of force majeure, registrations will be exchanged for registrations for a new / next edition of the event or another event of the Organizer. All other costs incurred in connection with the event, such as service and administration fees and additional costs (such as merchandising, insurance, etc.), will not be refunded.

### **ARTICLE 12**

The designated stewards and members of the Organization have the power to sanction, or even immediately exclude, and remove the frame plate of any competitor who does not comply with the regulations (throwing waste, dangerous driving, failure to comply with the highway code). Similarly, the medical staff is authorized to suspend and evacuate any participant taking risks that could harm their health or life.

### **ARTICLE 13**

In the event of an infringement, the offending participant will be solely responsible at his or her own criminal risk, but in addition, he or she will be solely civilly responsible for any accidents of which he or she is the author or victim directly or indirectly. The participant acknowledges that timed or untimed cycling on roads open to traffic involves risks and requires that he or she constantly adapt his or her speed to traffic conditions and the state of the road. He or she is fully aware of his or her vulnerability and accepts the risks of slipping, accidents and in particular falls.

### **ARTICLE 14**

Any commitment implies prior payment of registration fees.

### **ARTICLE 15**

Registration is personal and irrevocable. It cannot be exchanged, transferred or refunded. This registration entitles you to the allocation of a bib number. Priority bibs are allocated by the organizer within the limit of available places. On-site registrations will also be sold within the limit of available places.

## **ARTICLE 16**

Registration fees remain acquired by the organization whatever happens. A bib number being assigned and reserved, no refund will be made in the event of absence, withdrawal of the participant, due to postponement or cancellation of the event, and for any reason whatsoever.

According to French regulations, the consumer's right of withdrawal, normally applicable to the purchase of goods or services at a distance, does not concern "the service of accommodation (hotel, campsite, etc.), transport (people, goods, removals), car rental, catering or leisure activities provided on a specific date or at a specific frequency (show ticket, etc.). We therefore confirm that the 14-day withdrawal period is unfortunately not applicable in the case of the UCI Granfondo Alpes. For more details, we invite you to consult the following site:

<https://www.service-public.fr/particuliers/vosdroits/F10485>

## **ARTICLE 17**

Registration confirmations are sent by email. In the event of non-receipt of this registration confirmation, the organizer cannot be held responsible, the participant cannot claim reimbursement or compensation for their registration or any out-of-pocket expenses. No bib will be sent by mail. It must be collected in person at the times proposed by the Organization.

## **ARTICLE 18**

For the purpose of identification and control of the regularity of the event, a frame plate will be given to each participant. Passage to the intermediate control(s) is mandatory. The information concerning the times or averages achieved and the rankings are given for purely indicative purposes, under no circumstances can this information give rise to a claim or compensation. All participants agree to install their frame plate in a visible manner on the front of their bike.

## **ARTICLE 19**

A diploma is available on our website ( [www.granfondovosges.com](http://www.granfondovosges.com) ), as well as the results of the event, for all finishers.

Scratch times & categories are established according to the official start time and in the order of crossing the finish line.

The **Hike** does not give the right to a ranking. The results will be displayed in alphabetical order.

The categories are as follows:

Women :

F18: 18-29 years old – F30: 30-39 years old – F40: 40-49 years old – F50: 50-59 years old – F60: 60-64 years old – F65: 65-69 years old – F70: 70 years old and over

Men: M18: 18-29 years old – M30: 30-39 years old – M40: 40-49 years old – M50: 50-59 years old – M60: 60-64 years old – M65: 65-69 years old – M70: 70 years old and over

The age taken into account is that of the vintage of the year (example: man born in 1985 / Category M40). The organization reserves the right not to classify professional and elite runners, whether in scratch or in the categories.

## **ARTICLE 20**

Competitors who do not respect the sporting and "fair play" spirit of the event, caught in a situation of fraud (starting SAS not respected, early start, itinerary not respected, use or assistance of vehicles, etc.), or who have irresponsible or even dangerous behavior or practice (disrespectful or insulting remarks, incivility, use of doping products, throwing of objects, documents or waste, dangerous driving, violation of the highway code, etc.) will be sanctioned as appropriate: time penalties of 5 minutes to 2 hours, downgrading and even exclusion from the event, or even from the following events.

## **ARTICLE 21**

The awards ceremony will take place on the same day of the event. The awards are distributed by the partners and the Organization to the winners. No prizes can be exchanged, refunded or sent. No awards will be made in cash.

## **ARTICLE 22**

The organizer reserves the right, without notice or justification, to refuse any entry, or to exclude any pre-registered participant from the events, in particular in the following cases: regulatory or non-registered limitation of the number of participants, non-compliance with the regulation or one of its clauses, behavior or infringement (Article 20) or for any other reason deemed serious and grave, not provided for above.

Any participant caught breaking the highway code will be systematically excluded from the next event.

## **ARTICLE 23**

### *Information Technology and Freedoms*

In accordance with current legislation, the participant has the right to access, rectify or oppose personal computerized data concerning him/her. These may be used, transferred, rented or exchanged in particular for commercial information operations, results and the press.

### **ARTICLE 24**

Any participant in the UCI Granfondo Vosges expressly authorises the organisers and their beneficiaries such as partners and the media to use the results and still or audiovisual images on which he or she may appear during the event, on all media including promotional and advertising documents, throughout the world and for the longest period provided for by law, regulations or treaties.

### **ARTICLE 25**

Any interpretation or complaint regarding the event, the regulations or its application must be addressed, in writing, to the organizer.

### **ARTICLE 26**

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

### **ARTICLE 27**

Any claim arising from the UCI Granfondo Vosges must be made in writing, in French or English, stating the participant's surname, first name and bib number, and sent to the Organizer's headquarters by email at the following address: [info@cyclingclassics.fr](mailto:info@cyclingclassics.fr) or by post to the following address: **Sport Communication** / UCI Granfondo Vosges, 23 rue Crepet, 69007 Lyon, FRANCE

In the absence of a response within two (2) months or in the event of an unsatisfactory response from the Organizer, you may, before bringing the matter before a competent court and within one (1) year following the date of sending the first notification to the Organizer, use the free mediation service for consumer disputes relating to the Event by contacting the CMAP at the contact details indicated above or on its website (<http://www.cmap.fr/offre/unconsommateur/>) or by contacting the competent public consumer mediator. These General Terms and Conditions of Sale have been drawn up in French, which will be considered the official language. They are subject to French law. Any difficulty relating to the Event that could not be the subject of an amicable agreement between the Organizer and the participant falls under the exclusive jurisdiction of the competent civil courts.