



## TERMS AND CONDITIONS

### DEAUVILLE NORMANDY TRIATHLON 2023

---

#### **Article 1. Acceptance of the terms and conditions**

These terms and conditions, and the competition rules aim to define the terms applicable to all registration requests for the Deauville Normandy Triathlon.

By their registration to the Deauville Normandy Triathlon, the participant declares acceptance of the terms and conditions herewith, the event organiser's competition rules and the regulations of the French Triathlon Federation (FFTRI), available here: [www.fftri.com/textes-officiels](http://www.fftri.com/textes-officiels).

The information provided by the buyer and the recorded confirmation constitute proof of the transaction. The confirmation implies signature and acceptance of the operations carried out.

The seller is obliged to send confirmation of the order, by email.

The herewith terms and conditions of the Deauville Normandy Triathlon are governed by French law.

#### **Article 2. Modifications to the terms and conditions of sale**

The event organiser reserves the right to adapt or modify the terms and conditions herewith at any time. In case of modification, for each registration request the general conditions of sale in force on the day of the application will apply.

#### **Article 3. Individual registrations / Relay registrations for the races**

It is possible to register either individually or as a relay team (excepted for the MiniKids and TriKids) comprised of two or three persons for the races:

- Full Distance
- Long Distance
- Olympic Distance
- Olympic Distance 750
- Sprint Triathlon

100 bike park placements are set aside for teams.

Registration to the competition for the races Full Distance XXL, Long Distance L, Olympic Distance M, Olympic Distance 750 and Discovery S, TriKids and MiniKids can only be

made using the official online registration form available on internet NJUKO: <https://www.njuko.net/tdn23>.

No other method of transferral or registration will be accepted for these races.

The registration of the participant will only come into effect after payment in full of the registration fees and the event organiser's confirmation of the registration by publishing the participant's name on the list of competitors.

A maximum number of participants per race has been established (1900 individuals and 100 relays). When the maximum number of participants has been reached, all new registrations will be refused, but it will be possible to be put on a waitlist.

Registrations will be closed at the latest on Friday 9 June 2023, subject to availability.

It is mandatory to upload via the registration platform the supporting documents of the licence or medical certificate indicating the ability to participate in a triathlon at competition level.

It is mandatory to upload via the registration platform the supporting documents of the day/competition pass.

Parental authorisation must also be validated on the event's registration platform.

In the event of failure to provide the requested documents, or if the documents are not conform, no bib can be withdrawn and no refund will be made.

Furthermore, the organiser reserves the right to refuse the registration of any person if there is a legitimate reason (doping, suspicion of doping). If registration is refused, the possibility of any claim for compensation or refund of registration fees is excluded.

The organiser reserves the right to disqualify a participant and/or to exclude them from the competition if they have knowingly given false personal details when registering; are totally or temporarily suspended or forbidden to compete by a regional/national disciplinary commission and/or by an anti-doping commission, or by a federation or by any tribunal; when there are serious or concordant indications making it likely the participant has violated anti-doping regulations; when there are strong indications the participant has committed an offence.

Each registration is strictly personal and nominative. Each registration is assigned a bib number that is strictly personal and cannot be transferred to a third party on the day of the event.

The cession or transfer of a bib to a third party is prohibited on the day of the event – it is however possible to transfer a bib to a third party before the date of Friday 9 June 2023.

Any breach of this prohibition will entail the participant's disqualification.

Participation in the race is subject to the presentation by the participant of a valid original "competitive practice" licence from a national triathlon federation (FFTRI or non-French), which attests to the issue of a medical certificate that indicates the ability to participate in the sport at competition level.

Participants without a licence are obliged to acquire, in addition to the registration fee, a competition pass issued by the French Triathlon Federation, which demands the presentation of a medical certificate that is dated less than 12 months prior to the competition and indicates the ability to participate in the sport at competition level.

#### **To participate in the relay:**

Any person who does not hold a valid "competitive practice" licence from the FFTRI, or a valid licence from a non-French federation affiliated to the ITU will be obliged to acquire, in addition to the registration fee, a competition pass for each of the unlicensed relay team members.

#### **Article 4. Prices**

PRICES INCLUDING VAT				PHASE 1	PHASE 2	PHASE 3
				13-Oct-22	16-Dec-22	17-Mar-23
				15-Dec-22	16-Mar-23	9-Jun-23
DAY	RACE	CAT.	HOUR	150	150	150
Saturday 17th of June	Full Distance	Solo	09:00	350,00 €	390,00 €	440,00 €
Saturday 17th of June	Full Distance	Relay	09:00	480,00 €	530,00 €	590,00 €
DAY	RACE	CAT.	HOUR	600	700	700
Saturday, 17th of June	Sprint Distance	Solo	08:30	52,00 €	62,00 €	72,00 €
Saturday, 17th of June	Sprint Distance	Relay	08:30	90,00 €	100,00 €	110,00 €
DAY	RACE	CAT.	HOUR	500	500	500
Saturday, 17th of June	Long Distance	Solo	13:30	152,00 €	172,00 €	192,00 €
Saturday, 17th of June	Long Distance	Relay	13:30	240,00 €	270,00 €	300,00 €
DAY	RACE	CAT.	HOUR	600	700	700
Sunday, 18th of June	750 Olympic Distance	Solo	08:30	82,00 €	92,00 €	102,00 €
Sunday, 18th of June	750 Olympic Distance	Relay	08:30	140,00 €	150,00 €	160,00 €
Sunday, 18th of June	Olympic Distance	Solo	15:00	92,00 €	102,00 €	112,00 €
Sunday, 18th of June	Olympic Distance	Relay	15:00	150,00 €	160,00 €	170,00 €
Sunday, 18th of June	TriKids - Minimes		13:00	20,00 €	20,00 €	20,00 €
Sunday, 18th of June	TriKids - Benjamin		13:30	20,00 €	20,00 €	20,00 €
Sunday, 18th of June	MiniKids - Pupille		14:00	20,00 €	20,00 €	20,00 €
Sunday, 18th of June	MiniKids - Poussin		14:20	20,00 €	20,00 €	20,00 €

#### **Article 5. Bib withdrawal**

Each participant must personally withdraw their bib during the times set aside for this purpose, and at least one hour before the start time.

The bib for a relay team may be withdrawn by one team member, subject to the presentation and submission of supporting documents for the whole team.

In accordance with the federal general regulations, the bib of an FFTRI licensee can be withdrawn:

- either by the competitor him/herself;
- or by another FFTRI licensee from the same club, subject to presentation of a passport/identity card and bib pass, as well as the federal licence of the competitor concerned.

The bib of an unlicensed participant can also be withdrawn by a third party, under the same conditions.

#### **Article 6. Bib numbers**

The allocation of bib numbers will be done at the discretion of the organiser. It is the sole responsibility of the organiser and it will not be possible to modify the bib number under any circumstances.

#### **Article 7. Payment by debit/credit card**

Payment can only be made by debit/credit card (VISA, MASTERCARD, etc.). The card will be immediately debited when registering.

#### **Article 8. Absence of right of withdrawal**

The service offered being a leisure service to be provided on a set date, the buyer does not benefit from any withdrawal period.

#### **Article 9. Postponement of date**

In the event of a complete cancellation of the event for the year 2023, without the possibility of carrying over to the same year, the Organizer may offer, depending on the circumstances, compensation such as the substitution by another Event organized by the Organizer, the postponement to the 2023 edition or the refund of the price of the bib.

#### **Article 10. Refunds**

All registrations are firm and final. In the event of non-participation in the race, the participant can claim no refund of the registration fees.

In any case, the full refund of registration fees is only possible in the event of total cancellation of the competition caused by the fault of the organiser. In every other situation, no refund will be made.

However, participants can opt to take out cancellation insurance, which is available on the registration form, through Circle Group.

All options ordered online are refundable until June 2, 2023, with the exception of donations to associations.

#### **Article 11. Cancellation by will of the participant**

It is not possible to cancel via the event organiser.

Participants are offered the opportunity to take out cancellation insurance when they pay online, through the company Mutuaide. The terms and conditions of Mutuaide prevail in case of cancellation.

Participants can transfer their bibs to a third party, a fee of 10€ will be charged.

Participants may also sell on their bib to a third party using the Swika platform, on the condition that the competition is full.

The participant is not allowed to sell their bib via another website than Swika, this is strictly forbidden. Any person with a bib acquired in violation of the General Terms and Conditions will be disqualified.

#### **Article 12. Race modification**

It is possible to change race at a cost of 10€, and subject to availability in the requested race. No modification will be possible after Friday 9 June 2023.

#### **Article 13. Race cancellation**

Should the race be cancelled for security reasons (public health, weather conditions, case of force majeure), the competition may take place as a duathlon. Should it be impossible to carry out the race, competitors waive as of now any future claim to reimbursement

#### **Article 14. Event cancellation for reasons beyond the organiser's control**

In the event of cancellation for reasons beyond the organiser's control (case of force majeure, security imperatives, weather conditions, decision of the administrative authorities, etc...) no refund will be made and the participant will not be able to claim compensation from the organiser.

#### **Article 15. Limitation of the organiser's liability**

The organiser's liability for any material or commercial prejudice is excluded. This limitation does not apply when the prejudice is caused by the intentional fault or the serious negligence of the organiser, or the organiser's failure to meet a key contractual obligation, or in the event of a threat to the life, physical integrity or health of a person. The aforementioned limitation of liability also extends to the personal liability of the employees, representatives, agents and third parties whom the organiser calls on in connection with the organisation of the event and with whom it is bound by contract.

The organiser declines all responsibility for health risks incurred by the participant due to their participation in the event. The participant acknowledges that participation in the event could entail serious risks that may go as far as the participant's death. The participant confirms and accepts that he is solely responsible for knowing whether his state of health allows him to participate in the event. The participant also declares that no doctor or other healthcare professional has advised against taking part.

The participant is solely responsible for his personal belongings and sports equipment.

The participant acknowledges they may come across vehicles and/or pedestrians on the course and that they assume the risks related to these circumstances during their participation, notably during the running, cycling and swimming segments. Furthermore, the participant acknowledges the following risks related to their participation in the competition, on the understanding that the list is non-exhaustive: risk of falling, collision with vehicles, pedestrians, other participants and/or objects; risks related to ground conditions, technical incidents and equipment failure, insufficient protective equipment;

risks and dangers caused by spectators, volunteers or bad weather. The participant commits to becoming familiar with the course and transition areas prior to the event. Participation in the event is deemed as demonstrating the participant's acceptance of the course and transition areas as they have been set up.

The participant commits to immediately inform the organiser of any danger they may have knowledge of concerning the course and/or transition areas.

The participant declares being aware of the risks related to the consumption of alcohol, medicine and drugs that may affect their judgement and physical abilities, before, during or after the event. The participant is solely responsible for all consequences that may result from the consumption of such substances.

The participant consents in advance to receiving any care and medical treatment that are necessary during the competition. The cost of medical care and treatment is not included in the registration fees and will therefore be charged to the participant at the usual rate. As the organiser does not offer insurance covering the cost of medical care, it is the responsibility of the participant to subscribe to any necessary or useful insurance for this purpose. The organiser accepts no liability in this respect.

The organiser cannot be held liable for any loss or theft of the participant's belongings. Furthermore, the organiser declines all responsibility for the loss or theft of belongings that the participant entrusts free of charge to third parties mandated by the organiser, it being understood that the organiser remains responsible for any serious mistakes made in the exercise of the choice of these third parties.

#### **Article 16. Conditions of registration for minors**

To apply for the registration of a minor, the online registration form must be completed and validated by the legal representative. The acceptance of the general conditions of sale must be made by the legal representative.

Parental authorisation must be validated by the legal representative.

If the minor does not hold a valid FFTRI "competition practice" licence, the legal guardian of the minor must subscribe to the competition pass when registering them online.

#### **Article 17. Conditions for validation of inscription to Deauville Normandy Triathlon**

For the races of individuals:

- Pay the fee;
- Provide the requested supporting documents (valid licence or medical certificate dated within the last 12 months and attesting to the ability to participate in a triathlon at competition level);
- Pay the fee for the competition pass completed when registering, if the competitor does not have a licence.

In the event of failure to provide the requested documents, or if the documents are not conform, no bib can be withdrawn and no refund will be made.

For the relay races:

- Pay the fee;
- Provide the requested supporting documents for all athletes in the relay team (valid licence or medical certificate dated within the last 12 months and attesting to the ability to participate in a triathlon at competition level);
- Pay the fee for the competition pass completed when registering, if the competitor does not have a licence.

## **Article 18. Insurance**

The organiser of the Deauville Normandy Triathlon does not cover any material damage that could be caused to bicycles belonging to participants, whether they are licensees or not of the French Triathlon Federation.

### Day pass = THIRD PARTY LIABILITY INSURANCE

Those acquiring a day pass are hereby informed:

- that they benefit, within the context of this event, from the guarantees foreseen in the contract for third-party liability insurance subscribed by the FFTRI;
- **that the day pass does not include any type of personal insurance;**
- that it may be advisable to take out, through the insurance company of their choice, a personal insurance which covers the risk of any physical injury they may encounter during the practice of sport;
- that their bike is not covered by the insurance. Any damage they cause to their own or any one else's bicycle is not covered by the federation's third-party liability insurance;
- that any damage that third parties could cause to their bike are not covered by the federation's third-party liability insurance.

### FFTRI licensees

In accordance with the insurance information leaflet handed over when you took out your licence, the organiser:

- Draws your attention to the advantages of subscribing to a personal insurance policy that covers the bodily injury to which your sporting activity exposes you;
- Reminds you that you can opt to take out additional «bodily harm» coverage to enhance the basic guarantees of the policy
- Reminds you that you can opt to take out "bicycle damage" coverage. Indeed, damage to bicycles is not covered, including in the third party liability insurance, when there is a collision between triathletes.

### Licensees of a non-French triathlon federation affiliated to ITU

When a non-French athlete who has an FFTRI licence or another licence recognised by ITU has an accident in France, during an event organised by or regulated by the FFTRI, MONDIAL ASSISTANCE can pay the hospitals directly, in order to avoid the need for funds to be advanced by the FFTRI, regional leagues, departmental committees, clubs, associations, affiliated establishments or the beneficiary. No cheque of payment for the amount to be guaranteed will be requested by MONDIAL ASSISTANCE, which will directly re-invoice ALLIANZ. The amount of medical and hospital expenses paid directly to hospital organisations by MONDIAL cannot exceed the limit of the guarantees foreseen in the federal contract.

## **Article 19. Cession of image rights**

By accepting the terms and conditions herewith, each participant grants their full permission to the organiser of the Deauville Normandy Triathlon and to its beneficiaries such as commercial and media partners, to publish, use or have used, copy or have copied, without remuneration, their name, image (photographs, videos), voice (interviews, videos) and their sporting activity within the context of the event, for any direct or derived use of the race, and this in any format upon which they could appear upon the occasion of their participation in the Deauville Normandy Triathlon, notably video, CD, DVD, radio, television, podcast, webcast (internet), recordings, films, publicity, advertising material, including promotional and/or advertising documents, worldwide and for the longest period currently authorised by law, regulations and treaties, including any extensions that may be made to this duration.

The audio-visual rights relating to the competition belong exclusively to the organiser.

## **Article 20. Data protection**

The data gathered is necessary for your registration and to manage any optional services (individual option for organisation of medical care, cancellation...) that you may have chosen to acquire. Data is subject to computer processing and is intended for the use of the organiser's secretariat. By registering, the participant accepts and expressly authorises the collection and processing of their personal data for the aforementioned purposes.

Personal data collected in accordance with the article may be forwarded to third-party providers responsible for timing the participant, drawing up the result lists and publishing them on the internet. By registering, the participant expressly accepts and authorises the transmission of their personal data for this purpose.

For the preparation of the start lists and result lists, the following data will be collected and processed for each participant: surname, first name, year of birth, sex, name of club, bib number and results (rank and time). The lists will be published on all media accompanying the event (in print format and on the internet). By registering, the participant expressly accepts and authorises the collection and use of their personal data for this purpose.

The personal data recorded in accordance with Article 8-1 may be communicated to the providers responsible for taking photographs of the participants, so that photographs can be sent to the participants. By registering, the participant expressly accepts and authorises the collection and use of their personal data for this purpose.

In accordance with the French data protection act of 6 January 1978, amended in 2004, you benefit from the right to access and rectify any data concerning yourself; a right which you can exercise by sending an email to [contact@triathlondeauville.com](mailto:contact@triathlondeauville.com), indicating your surname, name, address and, if possible, your registration reference.

You may also, for legitimate reasons, object to the processing of data about yourself.



**Article 21. Disputes**

In the event of a dispute, the French version of the terms and conditions will prevail. The organiser is predisposed to finding an amicable solution.

**Article 22. Failure to return the timing chip**

Whatever the reason for not returning the timing chip, the participant concerned will be invoiced fifteen euros (15€).