

1 GENERAL

These general terms and conditions apply to all products or services offered by Dénivelé positif (hereinafter referred to as D+) through the njuko registration platform (its website, mobile site or application), (hereinafter the General Terms and Conditions of Sale).

The term "Customer" means the customer/consumer or the parent/his/her legal guardian if the customer is a minor in his/her country of residence. Registration for the Event implies the express and unreserved acceptance by the customer of the Rules of the Event (which must appear in a separate document available at least on the race website) and of these General Terms and Conditions of Sale.

This document supplements the Terms of Use of the online registration platform (hereinafter njuko), which can be accessed at <https://www.njuko.net/cgu/1>.

In the event of any contradiction between the terms of njuko's Terms of Use and these General Terms and Conditions of Sale and the Rules, the terms of the latter shall prevail.

The njuko website, through which the customer placed his order, allows professional sellers and organizers to list and sell their products and services. Although the njuko platform facilitates transactions carried out on the platform, njuko is not the seller or organizer of products and services related to the Event. Consequently, for the sale of products or services related to the Event, a contract of sale is formed solely between the customer and the Organizer. The Organizer is responsible for the sales of products or services relating to the Event and for any claims or any other problems arising out of or related to the sales contract between the customer and the Organizer. If, in addition to registering for the Event, the customer has ordered, for a fee or free of charge, a product or service relating to the Event, with the exception of Tourism Services, from the Organizer via njuko (its website, mobile site or application), then these General Terms and Conditions of Sale are applicable and constitute the contract of sale that binds the customer to the Organizer.

2 D+ benefits

D+ is a non-profit association active in the organisation of sporting events. Its activity consists not only in setting up races on its own account but also in allowing the conclusion of a contract between the client and third-party organisers, processing the athletes' registrations, managing their data, collecting the registration finances and providing the bibs. D+ thus enables the direct conclusion of contracts relating to the participation in sports events between the organiser and the customer, for which each organiser sets its own conditions.

3 ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS OF SALE

The purpose of these general terms and conditions of sale is to define the conditions applicable to any

Terms & Conditions



application for registration for races managed by D+. By registering, the participant declares that he or she accepts these conditions of participation, as well as the sporting regulations of Swiss Athletics.

All the data provided by the buyer and the registered confirmation are valid as proof of the transaction. Confirmation is equivalent to signature and acceptance of the operations carried out. The seller is obliged to communicate by e-mail confirmation of the registered order. These rules are subject to Swiss law.

4 SCOPE

These General Terms and Conditions of Sale do not apply to goods and services that the customer may have acquired, in any way whatsoever, from a third party, whether this third party is mandated – licensed, or not by the Organizer. The products and services covered by these General Terms and Conditions of Sale are only those supplied directly by the Organizer and ordered via njuko.

5 PRIZES

Offers of products and services are valid as long as they are visible on the website of the respective event.

The price of the products and services is quoted in Swiss francs (CHF), including all taxes, at the rate in force on the day of the order. The prices do not take into account any promotional offers and personal discounts ("promo code"), indicated before the final validation of the order. Prices take VAT into account. Swiss tax applicable on the day of the order and any change in the legal VAT rate will be automatically reflected in the price of the products presented on Njuko. However, prices cannot be changed once the user's order has been placed.

6 PAYMENT

Payment is made at the time of validation of the order by debiting the credit card indicated during the ordering process, by direct debit or by online transfer (Visa, Mastercard, Twint, Postfinance, Apple-Pay, Google-Pay, Samsung-Pay, Sofortbanking, Bank transfer). Payment by invoice is not permitted, subject to the agreement of the event organiser. The payment period is then 30 days. In the event of late payment, the customer is obliged to pay the amount due without further formality; A reminder email will be sent to them. D+ reserves the right to claim default interest and additional damages.

7 CANCELLATION

If the organiser decides to cancel or postpone the date of the event or to change the venue, the registration remains valid in principle. It is up to the organizer to decide on a possible refund. A customer who decides to cancel a sporting event for which he was validly registered is not entitled to a refund. They may, at their option, take out cancellation insurance through D+ under the conditions of the insurance. The customer may, until the start of the sporting event, change the choice of the event for which he initially registered by paying any price difference. This change will not result in any refund.

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8 PARTICIPATION

By participating in the sporting event for which he/she has registered, the customer accepts, in addition to these general terms and conditions, those imposed by the organizer available from the latter. In particular, the customer undertakes to comply with the rules of safety, access and age. In the event of a violation of these rules, issued by the organiser or resulting from legal provisions, the customer may be excluded from the event without compensation.

9 D+ RESPONSIBILITY

D+'s liability to the customer is strictly limited to cases of fraud and/or gross negligence as well as to its role as an intermediary between the customer and the event organiser. In particular, it is not liable for contractual breaches by the event organiser, for acts by the customer that would harm the organiser or a third party or as a result of commercial products offered by the organiser or third parties through it. Despite all the care taken in the creation of its website on the njuko platform and its regular updating, errors may have crept into the information presented. D+ ensures the accuracy and truthfulness of the information contained on its site. The client will nevertheless carry out all necessary checks and must consider that the data that appears on the site is provided for information purposes. The information and illustrations appearing on the site therefore have no contractual value and do not engage the responsibility of D+ towards the customer.

10 RESPONSIBILITY OF THE CUSTOMER

The customer shall be liable to D+ for any damage caused by intent contrary to these General Terms and Conditions or by negligence. In addition, the customer shall be liable for any damages suffered by D+ in connection with unauthorised or misuse of the data provided, the information and publications on the njuko website or the services offered by D+.

11 INTELLECTUAL PROPERTY

All D+ content accessible on its website or mobile applications is protected by copyright and, unless otherwise stated, it belongs exclusively and entirely to D+. The reproduction, distribution, transmission (in electronic or other form), modification, linking or use of the contents (in whole or in part) for private, public or commercial purposes is prohibited without the prior written consent of D+.

12 FINAL PROVISIONS

D+ reserves the right to modify these terms and conditions at any time. The changes will be effective as soon as they are posted on the D+ website. Should one or more clauses of these General Terms and Conditions be invalid or inapplicable in whole or in part, the validity or enforceability of the remaining provisions shall not be affected. In this case, the parties will replace the null and void or unenforceable provision with a valid and enforceable provision, which will meet the economic objective pursued by the provision to be replaced to the maximum. This also applies in the event that these GTC should contain a gap in the regulations. In addition to these General Terms and Conditions, Swiss law shall apply exclusively to the contractual relationship between the Customer and D+. Disputes arising from the contractual relationship between D+ and a customer will be brought exclusively before the Vaud courts, with the exception of recourse to the Federal Court.