

# GTU

## Article 1 - GENERAL TERMS OF USE & LEGAL NOTICE

SKILL SHARPENING is an association which organizes sporting and social events, worldwide. The website attached to the association is considered as a “service.

The website <http://www.skillsharpening.com> est édité par :

Association SKILL SHARPENING

Siège social : Mairie de RIEZ

04500 RIEZ

The website <http://www.skillsharpening.com> is hosted by:

The purpose of the present General Terms of Sale and Use (GTSU) is to outline the conditions under which the User/Visitor may access and use the Service.

Any person that accesses the Service provided by SKILL SHARPENING irrevocably undertakes to acquaint themselves with, accept and respect the present GTSU without reservation.

Consequently, they constitute a contract between the Service and the User/Visitor.

Should the User not wish to accept all or part of these GTSU, he will be asked to cease all use of the Service.

The User/Visitor is expressly informed that SKILL SHARPENING association reserves the right to modify them at any time in order to take into account changes in legislation, legal interpretation, editorial matters and/or technology.

Nevertheless, modifications to the GTSU will not be binding to the User/Visitor if they go against the GTSU that was applicable on the day the products or services were purchased on the website

The website <http://www.skillsharpening.com> is:

- A community-driven site that allows its members to enhance their self confidence
- A tailor-made support service to guide up to sport appointment
- An online store for merchandise and services related to the sporting and social events

## Article 2 - DEFINITIONS

In the present GTSU, all words and expressions in capital letter do mean:

- **GTSU:** The GTSU are the present General Terms of Sale and Use

- **User(s):** The User refers to any natural person, aged 18 and over, with legal capacity or a parental authorization, who is registered on the Website.

- **Visitor(s):** The Visitor refers to any natural person who accesses the Website without registering.

- **Website:** The Website refers to the website edited by SHARPENING

- **Service:** The Service refers to the services provided to Visitors and Users by the Website as stated below in the GTSU.

- **Cookie(s):** A Cookie is small information file that a website can send directly to a personal computer's hard disk in order to track your movements through that website. Some of the website's personalized services may, in order to function correctly, use temporary Cookies that will require acceptance by the User/Visitor. If the browser of the User/Visitor's personal computer is programmed to refuse them, access to certain services may be restricted, or even impossible altogether. The Cookies used on the Website also enable the identification of the services and sections visited and provide overall information regarding the behavior of those accessing the Website. This information is useful in terms of personalizing the Website's services, content and banners. The User may deactivate the Cookies or remove them using his browser options. The User/Visitor is advised to consult his browser settings and adjust the parameters at his discretion.

- **Participant member:** Person who wants to participate to a sporting or social event put on line.

- **Official member:** Person who wants help/assist to the organization of sporting or social event put on line. He joins de facto the “..... of Skill Sharpening” community.

## **Article 3 - PRESENTATION AND WEBSITE REGISTRATION**

### **3.1. Presentation**

The Website is accessible free of charge to any Visitor with an Internet connection. However, access to certain sections of the Website is restricted to users who must identify themselves by entering their username and password.

The Website is a site that features videos, photos, news, competitions, social groups, that allow access to free and paid services, to free or paid events, to free or paid third party websites, although in no way can this list be considered exhaustive or restrictive. The Website is also an online store where various products and services are on offer: registration to free or paid events, although in no way can this list be considered exhaustive or restrictive.

### **3.2. User Registration**

In order to access restricted sections and functions, the Visitor must create a personal account and complete his profile.

In order to validate his registration and benefit from the Service, the Visitor wishing to become a User will be made to fill in the relevant online form. All fields labeled compulsory \* must be correctly filled in, otherwise the registration will not be validated.

The User undertakes to provide valid and current information. He also undertakes to not create a false identity that may be misleading to third parties.

The User is solely responsible for his own account, username and password.

SKILL SHARPENING will not bear the responsibility for third party access to a User's account.

A User may not, under any circumstance, have several accounts.

Once the account has been validated, the user may modify or update his account details at any time should he wish to do so, with the exception of his email address and his birth date for which a special request must be made in writing to [skillsharpening.association@gmail.com](mailto:skillsharpening.association@gmail.com)

Reminder: The registration on the Website following the procedures outlined above implies the express acceptance of the GTSU, without reservation

## **Article 4 - CANCELLATION / TERMINATION**

### **4.1. By SKILL SHARPENING.**

SKILL SHARPENING may terminate the account of any User whose behavior is contrary to any of the clauses of the GTSU.

### **4.2. By the User**

The User may close his account at any time by sending an email to this effect to the following address: [skillsharpening.association@gmail.com](mailto:skillsharpening.association@gmail.com) . This may only take place if the User is not currently registered in any event through his account. The User will then be advised regarding the closure date.

## **Article 5 - THIRD PARTY WEBSITES**

The pages in our Website may contain hypertext links that redirect you to websites edited by third parties (referred to hereafter as « Third Party Websites ») over which SKILL SHARPENING has no control.

## **Article 6 - COMMUNICATION BETWEEN THE WEBSITE AND ITS USERS**

SKILL SHARPENING will communicate with its users mainly through emails, SMS's or by posting announcements on the Website or app.

Consequently, the User expressly accepts to receive the following from SKILL SHARPENING:

- Notifications to correct account errors
- Confirmation messages containing his password and username
- Confirmation that the User's account has been created successfully
- Newsletters concerning SKILL SHARPENING's activities

## **Article 7 - CLAIMS**

Except in the case of a legal warrantee, any operation that takes place between A.S.O. and the User through the Website, not contested through the means detailed above within 15 (fifteen) days from the date of the operation in question, will not give rise to a claim.

Any problems that arise during an event, notably in the case of an injury, must be the subject of a claim within 5 (five) days of the competition in question, unless a specific provision in the Rules and Regulations says otherwise. No claims will be accepted after that time.

For any claims or requests, the User may send a registered letter, in French or in English, to the following address:

**SKILL SHARPENING association**

**Mairie de Riez**

**04500 RIEZ**

#### **Article 8 - INTELLECTUAL PROPERTY**

SKILL SHARPENING is the exclusive owner of the Website and possesses all the intellectual property rights expressed in it.

SKILL SHARPENING also reserves the right to legally enforce any infringement of its intellectual property rights. Logo, design guidelines and site map, text, section titles, pages, scripts, icons, pictograms, photographs, videos and all other editorial content.

Skill Sharpening - Dépôt de marque au BOPI (Bulletin Officiel de la Propriété Intellectuelle) le 23/03/2017 - no national: 174348537

Thirsty Fox - Dépôt de marque au BOPI (Bulletin Officiel de la Propriété Intellectuelle) le 23/03/2017 - no national: 174348548

However, a partial reproduction (the right of quotation) may be tolerated on the condition that the following note appears clearly visible on every page where content is reproduced: « This content is reproduced here from the article "[state the title and the address the reproduced content comes from]" featured on the <http://www.skillsharpening.com> website, and may have been updated since the date .././... »

#### **Article 9 - PERSONAL INFORMATION**

The User guarantees the accuracy of the information provided regarding his personal circumstances.

The User is informed that he has the right to access, rectify and suppress this information in accordance with the aforementioned law no. 78-17 from the 6th of January, 1978.

In order to exercise this right, he simply has to access the settings of his personal account directly or send a request via email to the following address

[skillsharpening.association@gmail.com](mailto:skillsharpening.association@gmail.com)

#### **Article 10 - LIMITATION OF LIABILITY**

SKILL SHARPENING cannot be held responsible for any network or server malfunction, or for any other event beyond their reasonable control, that may prevent or reduce access to the Service.

The User recognizes that he uses the Service at his own risk.

The Service is provided to him on the basis of a service « as is » and is accessible according to its availability.

#### **Article 11 - APPLICABLE LAW AND JURISDICTION**

The GTSU are governed by French law.

In the event of a dispute, a friendly solution will be sought prior to taking legal action by making a claim to SKILL SHARPENING, by means of a registered letter with acknowledgement of receipt, within ten (10) days of the dispute arising. Should a friendly solution not be reached, any dispute involving the GTSU will be submitted to the exclusive competence of the mandated jurisdiction.

# GTS

## General Terms of Sale

It is specified that the present terms exclusively govern the sale, by A SKILL SHARPENING association (Siège social : Mairie de Riez, 04500 RIEZ) and where applicable by its SKILL SHARPENING Ltd (company headquarters: Hong Kong) subsidiary, of event registration fees. These conditions apply to the exclusion of all other conditions.

## Article 1- PAYMENT OF EVENT REGISTRATION FEES

### 1.1. How to register for SKILL SHARPENING events

The Website allows the payment of event registration fees that entitle the User to a race number for each and every one of the events he is registered in, according to the conditions set forth in each particular event's Rules and Regulations.

The price of these registration fees is shown in euros, tax included, at the rate applicable on the date of purchase.

SKILL SHARPENING reserves the right to modify its prices at any time, however the products will be invoiced on the basis of the rates applicable when your order is validated.

In order to validate event registration, the User must declare that he has read and that he accepts the Rules and Regulations of the event in question, including all the conditions concerning registration, without reservation. He will do so by clicking on the tab: « **I have read and I accept the Rules and Regulations of this event, without reservation** » at the bottom of the registration form.

The User may consult the status and details of his order at any time by accessing his account on the Website and clicking on "My orders".

The race numbers are collected directly at the set dates and times listed in the Rules and Regulations of each event

### 1.2. Commitment

All commitments entered into are personal, firm and final, and may not be the object of reimbursement for any reason other than those specified in the Rules and Regulations.

Under no circumstances may a registration be transferred to another person.

Anyone found ceding his race number to a third party will be held responsible for any accident caused by or involving that third party during the event.

In this scenario, the organisation denies all responsibility for any accident that may occur.

Once a team has been registered, the commitment made by the teammates is firm and final: no further changes can be made.

### 1.3. Right of withdrawal

The User does not have the right of withdrawal on any purchase regarding leisure services.

## Article 2 - PURCHASING MERCHANDISE AND OTHERS

### 2.1. Products/Services

The Website offers the following items for sale, although this list is in no way exhaustive:

- Competition merchandise such as t-shirts, pets.
- Leisure services such as training sessions, survival training, and others

### 2.2. Conditions of purchase and collection

The User has the possibility of purchasing products and/or services from the Website, within the authorized limit, through the online store.

The online store offers, on the one hand, products and services sold directly by SKILL SHARPENING and, on the other hand, products and services sold by third parties.

In order to purchase products and services being sold by a third party, the User will automatically be redirected to the third party's website where the purchase can be made.

For all purchases from a third party, only the third party's general terms will apply to the transaction between the User and the third party. SKILL SHARPENING is in no way responsible for the transactions entered into with third parties, their execution or outcomes.

The prices of all products and services are shown in euros, tax included, at the rate applicable on the date of purchase.

### **2.3. Right of withdrawal / returns**

In accordance with the provisions of Articles L. 121-21 and L.121-21-8, 3 of the French Consumer Code, the User can exercise his right to withdraw within 14 (fourteen) days of collection of the merchandise product and seek a reimbursement from SKILL SHARPENING for the product ordered if he is not entirely satisfied, except for personalized articles or articles made to order (for example customized t-shirts) and articles where the seal has been broken (protective film removed).

### **2.4. Reimbursement**

The reimbursement for the price of the product will be made by SKILL SHARPENING within 14 days of receiving the returned product. The amount will be credited to the User's bank account that is attached to the credit card used to make the purchase.

The cost of returning the product shall remain the User's responsibility.

### **2.5. Legal warranty**

SKILL SHARPENING undertakes to respect the obligations regarding warranties of products sold on the Website, in accordance with the articles of the French Consumer Code and the French Civil Code.

It is noted that the warranties do not apply to the normal wear and tear of certain pieces or items, nor to their professional or collective use, nor to any damage caused by factors not related to the items themselves.

## **Article 3 - COMMON PROVISIONS FOR THE PAYMENT OF REGISTRATION FEES, MERCHANDISE AND LEISURE SERVICES**

### **3.1 Payment and validation**

Registration fees, merchandise and leisure services for sale on the Website are aimed at individuals (natural persons), for their personal use and consumption.

As a private individual, the User declares that he is not a professional and does not purchase or use the rights, products or services sold on the Website for professional or commercial purposes, or to make a profit of any kind.

The payment of registration fees, merchandise and leisure services sold on the Website can only be made with a credit card.

Cards accepted for online purchases are: Blue Card / Visa / Euro card / MasterCard.

The User guarantees that he is fully authorized to use the card whose details he entered to complete the purchase and that the card carries sufficient funds to cover all costs related to his order.

The User's bank account will immediately be debited the amount of the registration fees, the merchandise and the leisure services, including all taxes (at the rates applicable on the date of purchase), in euros.

A validated order renders the sale firm and final.

The security of credit card payments is ensured by the SSL (Secure Socket Layers) coding system from the company ATOS which encrypts and secures all confidential information.

Before clicking on the "validate" button after the purchasing process, the present GTS must be accepted in their entirety.

The data recorded by the secure online payment system constitutes proof of all financial transactions.

In any case, the supply of the credit card number online and the final validation of purchase are proof of the totality of the said purchase, in accordance with the provisions of the law of 13<sup>th</sup> March, 2000, and will cause the sums incurred for the order to become due and payable.

This validation constitutes a signature and acceptance of all operations on the Website.

### **3.2 Purchase confirmation**

Subject to payment acceptance by the credit card authorising entity, the User will receive an email confirmation of his purchase and his order number.

The User may consult the status and details of his order at any time by accessing his account on the Website and clicking on “My orders”.