

# Terms and Conditions of Use

## www.Dakar.com

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### LEGAL NOTICE

The official website of the Dakar is published by Amaury Sport Organisation (A.S.O.), a public limited company with share capital of €61,200,240, registered with the Nanterre Trade & Companies Register under number 383 160 348, with its registered office located at Boulogne-Billancourt (92100) France, 40-42 Quai du Point du Jour, represented by its CEO, Mr Yann le Moënner.

Person responsible for publication: Mr Yann le Moënner.

This website is hosted by Skale-5, an IT services company, located at 33 Avenue des Champs Elysées, 75 008 Paris, France.

## Introduction

### A few definitions

**T&Cs:** These Terms and Conditions of Use.

**The Website:** The official Website of the Dakar ([www.dakar.com](http://www.dakar.com)), an event organised by A.S.O.

**User:** A visitor browsing the official Website of the Dakar.

**Personal Data and/or Data:** Information enabling a person to be identified directly or indirectly (surname, first name, e-mail address, etc.).

**Data Processing:** Operations performed on Data (collection, storage, deletion, etc.).

**Consent:** Permission given by persons for the Processing of their Data.

**You:** the User

**Us, We:** A.S.O.

## Acceptance of the Terms and Conditions of Use

The T&Cs govern the conditions for using the Website made available to Users by A.S.O. at the address [www.dakar.com](http://www.dakar.com)

By accessing the Website, You agree to comply with these Terms and Conditions of Use, the Privacy Statement (viewable [HERE: https://netstorage.lequipe.fr/ASO/motorSports\\_dak/privacy-statement-dakar-2020-uk.pdf](https://netstorage.lequipe.fr/ASO/motorSports_dak/privacy-statement-dakar-2020-uk.pdf)) and the Cookies Policy for the Website (viewable [HERE:](#)

[https://netstorage.leguipe.fr/ASO/motorSports\\_dak/cookies-policy-dakar-en.pdf](https://netstorage.leguipe.fr/ASO/motorSports_dak/cookies-policy-dakar-en.pdf)) as well as any applicable laws.

As A.S.O. is not in a position to be able to determine or verify the age of Users of the Website, Users are presumed to be over 18 or to have the permission of a legal representative to log on to the Website and/or enter their Data.

## Changes to the Terms and Conditions of Use

A.S.O. may modify and update the Terms and Conditions of Use to, *inter alia*, take account of changes to the Website, the services offered and any applicable regulations.

Any changes to the T&Cs shall come into force from the time of their publication on the Website.

We recommend that You check these Terms and Conditions of Use on a regular basis.

The date of the most recent update to these T&Cs is indicated at the top of this page.

## I. Object of the Website

A.S.O. makes the Website available to You to enable You to:

- Follow the latest news, history and what is new for past, upcoming and current annual of the Dakar (route, competitors, history, sponsors, etc.);
- Subscribe to the Dakar newsletters;
- Follow the official social media accounts of the Dakar;
- Access the registration area for competitors in the Dakar;
- Access the official Dakar store or purchase the official video game.

You may always access the Website, as well as most of Our services, at any time, even outside the registration period for the Dakar (determined by A.S.O. at its discretion).

## II. Access to the Website

Users are required to have internet access and a computer device in order to access the Website. Users are responsible for any costs incurred for internet access.

Users must possess a web browser to access the Website. A.S.O. shall not be liable in the event of pages on the Website not being displayed correctly in certain browsers.

By using or attempting to use the Website, You agree to be subject to these Terms and Conditions of Use as well as our Privacy Statement and Cookies Policy. If, for any reason, you do not wish to agree to the above, you must immediately cease using the Website.

### III. Confidentiality of Data

A.S.O. may collect, for various purposes, information enabling You to be identified directly or indirectly and which are therefore Personal Data.

A.S.O. implements “technical and organisational” security measures to protect such data in accordance with applicable regulations.

These Data are always collected directly or indirectly from You after obtaining Your consent.

Users, when required to enter their Data to access Our services, are responsible for the confidentiality of any Data that they send to Us. You must, *inter alia*, provide Us with accurate and up-to-date information concerning You and must notify Us of any change to such information so that We can update it.

A.S.O. undertakes:

- Not to disclose to any Third Party without Your authorisation, for a fee or for free, in any form whatsoever, the Data that You consent to send to Us via the Website;
- Not to use the Data, directly or indirectly, on Our own behalf or on behalf of any Third Parties, for any purposes other than those provided for in the T&Cs, the Privacy Statement and the Cookies Policy;
- To restrict the circulation of Your Data solely to those persons whose work requires them to have access thereto;
- To notify Our personnel of the confidential nature of the Data;
- To have all of Our personnel sign a legally acceptable non-disclosure agreement;
- To assume liability for any disclosure of Your Data for which We are responsible;

### IV. Links to Third-Party Websites

Our Website contains links to Third-Party websites that are neither developed nor hosted by A.S.O.

These include, *inter alia*, the official Dakar store (FanAvenue) and official vendors of the Dakar video game (Steam, Microsoft, Sony).

A.S.O. does not control these websites and is not responsible for their content, for any links contained thereon or for any changes or updates made thereto.

The present Terms and Conditions of Use do not apply to such Third-Party websites. A.S.O. invites you to consult their T&Cs and Privacy Policy or to contact them if You require further information.

## V. Intellectual Property

The Website and each of its constituent elements, including, but not limited to, texts, trademarks, logos, sounds, music, page layout, media, icons, and all visual or audio elements generally, are protected by intellectual property rights held by A.S.O.

The Website, including all of its software, databases, exclusive information, documentation, content, computer code, ideas, know-how and Documents (and any modifications or derivative works thereof and any intellectual property rights and other rights relating thereto or contained thereon), including, but not limited to, the selection, compilation, order, functionality and positioning of elements, are owned by A.S.O. which exploits them and retains sole title thereto. You acknowledge that the Website is protected by copyright, trademarks and other laws.

Certain elements of intellectual property, copyright and other rights held by A.S.O. on the Website may also be the property of third parties who have granted A.S.O. a right of use.

Save for cases specifically authorised by law, any reproduction, communication to the public, modification, broadcast, adaptation, translation and/or transformation in whole or in part, any integration in other elements or transfer to a third-party website, platform or software, of all or part of the elements of intellectual property, without the prior express written consent of A.S.O., is strictly prohibited.

Any technical modification to the Website by a User, by any process whatsoever, is strictly prohibited.

Users may not claim any intellectual property rights over any of the protected elements solely on the basis of having been granted authorisation to access and use such elements by A.S.O.

Any violation of these provisions shall constitute infringement, unfair competition or commercial free riding within the meaning of the French Intellectual Property Code and shall subject infringers to the civil and criminal penalties laid down in the French legislation.

## VI. User code of conduct

Users are required to have internet access and a computer device in order to access the Website. Users are responsible for any costs incurred for internet access.

Users undertake to only use equipment and software that is secure, including through use of a computer security suite, and that is free of viruses or any defect, error, bug or any malfunction likely to lead to any interruption, malfunction or any impairment of the security of the Website.

When using the Website, Users agree not to perform, or permit anyone else directly or indirectly to perform, the following operations:

- Downloading, posting, sending by e-mail, transmitting or making available any content on the Website that You do not have the right to make available under any law or contractual or fiduciary relationship (such as exclusive and confidential information obtained or disclosed within the context of a work or contractual relationship or under non-disclosure agreements);
- Providing information that includes non-public personal or identifying data about another person without the person's explicit consent;

- Downloading, posting, sending by e-mail, transmitting or making available any content that infringes a patent, trademark, trade secret, copyright or any other intellectual property right;
- Limiting or preventing use of the Website by any other User by, including but not limited to, “hacking” and altering any part of the Website;
- Accessing or attempting to access parts of the Website for which A.S.O. has not granted you permission, bypassing or attempting to bypass any security mechanisms or password protection on the Website or accessing or attempting to access the Website by any means other than those provided and authorised by A.S.O.;
- Modifying any software intended for the Website in any manner or form whatsoever or using modified versions of the software, including but not limited to, for the purposes of gaining unauthorised access to the Website;
- Using the Website, its services and/or its content for unlawful purposes;
- Asserting or implying that A.S.O. supports any information or statement made on the Website without the prior consent of A.S.O.;
- Impersonating any real or imaginary person or entity, including an employee or representative of A.S.O.;
- Falsifying or manipulating login credentials in order to conceal the origin of any User content entered on the Website;
- Transmitting via the Website or entering on the Website any information of an illegal, fraudulent, threatening, abusive, malicious, defamatory, obscene, pornographic, hateful, vulgar or shocking nature or that contravenes the intellectual property rights or other rights of A.S.O., or those of a third party, or transmitting via the Website or entering on the Website any important non-public information about companies without permission, any trade secrets of a third party, or any advertising, solicitation, chain letters, pyramid schemes, investment opportunities or any other unsolicited commercial communication;
- Using the Website to in any way harm any minors or protected adults;
- Engaging in spamming or phishing;
- Transmitting any software or other content containing a virus, computer worm, Trojan, bug, software bomb, or other element of a destructive nature;
- Modifying, adapting, licensing, translating, selling, reverse engineering, decompiling or disassembling any part of the Website;
- Removing any copyright or trademark notice or any notice of any other proprietary right on the Website;
- “Stalking” or harassing other people;
- Creating a link to any page on the Website without prior written authorisation;
- Using any robot, digital agent, offline reader, website extraction/search tool or any other manual or automated mechanism or process enabling the extraction, indexing or scanning of Data, or enabling, in any way whatsoever, the navigation structure or layout of the Website to be reproduced or bypassed without the express written authorisation of A.S.O.;
- Collecting or assembling information on other Users without their express consent;
- Undertaking any action exposing or likely to expose the Website, A.S.O.’s infrastructure or that of its third-party suppliers, to an unreasonable or disproportionate load of Data, information or requests (as judged by A.S.O.);

- Enabling an unauthorised third party to access the Data through an act, negligence, or carelessness on Your part;
- Disclosing, transferring, selling or renting, with or without consideration, the Data that You access;
- Providing information that is incorrect or incomplete or that may cause harm to A.S.O. or to a third party.

Users shall, generally, refrain from entering any information, file or comment on the Website that may cause harm to A.S.O. or any other User, including through use of insults or language of an abusive, immoral, illegal, vulgar, shocking, fraudulent, threatening, malicious, defamatory, discriminatory, hateful, obscene or pornographic nature, or that is contrary to public order or public morality, or place any links to websites, applications, texts or other media containing such information or comments.

Any breach of the User code of conduct shall constitute a serious breach of the T&Cs.

## VII. Penalties

In case of any use of the Website in breach of these T&Cs, the Privacy Statement, the Cookies Policy, or any other policy, rule or directive applicable to the Website, A.S.O. reserves the right to:

- Block or remove access to the Website, as well as cancel any registration or application made on the Website;
- Take legal action before the competent French civil or criminal courts against the User and/or the person on behalf of whom the User is acting.

## VIII. Protection of Personal Data

A.S.O. processes the data of Users in order to:

- Provide You with access to the Website;
- Enable You to subscribe to the newsletter;
- Enable Us to improve the Website, including by analysing traffic on the Website.

Users acknowledge and accept that A.S.O. may access, store and disclose their Data if required by law or where A.S.O. considers, in good faith, that any such measure is reasonably necessary to comply with any laws, rules, regulations or legal proceedings; to ensure compliance with the T&Cs; to respond to complaints; to respond to customer service requests; or to protect the rights, property and personal safety of A.S.O. personnel and of its Users.

For further information about the Processing of Data entered on the Website, including storage periods, transfers of Data and Your rights, please consult Our Privacy Statement, viewable [HERE https://netstorage.leguip.fr/ASO/motorSports\\_dak/privacy-statement-dakar-2020-uk.pdf](https://netstorage.leguip.fr/ASO/motorSports_dak/privacy-statement-dakar-2020-uk.pdf) and Our Cookies Policy, viewable [HERE: https://netstorage.leguip.fr/ASO/motorSports\\_dak/cookies-policy-dakar-en.pdf](https://netstorage.leguip.fr/ASO/motorSports_dak/cookies-policy-dakar-en.pdf).

## IX. Liability

To the extent permitted by law, You acknowledge and expressly agree that neither A.S.O., its affiliated companies, shareholders, licensors, suppliers, advertisers or sponsors, nor their respective administrators, directors, employees, advisers, agents or other representatives, shall not now or in the future be legally or financially liable to You or any third party for any consequential loss (including, but not limited to, any harm relating to loss of business, loss of data or loss of earnings), resulting in any way whatsoever from the Website and/or the information contained thereon.

Without restricting the scope of the above, to the extent permitted by law, You acknowledge and expressly agree that A.S.O. assumes no liability, of any type whatsoever, for:

- Any failure by any other User of the Website to comply with the code of conduct and, generally, the T&Cs;
- Any interruption or termination of transmissions from or to the Website due to a problem with the User's internet connection;
- Any bugs, viruses, computer worms, Trojans, faults, software bombs or any other element of a destructive nature that may be transmitted on or via the Website by a third party;
- Any errors, inaccuracies or omissions in the information, or any harm or loss, of any type whatsoever, arising from the use of any information entered on the Website.

Users acknowledge that A.S.O. is unable to guarantee uninterrupted or continuous access to the service and that A.S.O. shall not be liable, under any circumstances, in case of:

- *Force majeure*;
- Interruption to the User's internet connection;
- Fault attributable to the User of the Website caused by misuse of services;
- Non-compliance with the T&Cs by the User;
- Entering incorrect information or failure to update Data.

The utilisation by Users of any technical process, such as robots or automated requests, use of which are contrary to the T&Cs, shall also be deemed a fault.

A.S.O. shall not be liable for any harm caused by a User or third party where such harm is the result of misuse of the services, non-compliance with a Contract or non-compliance with the T&Cs.

## X. Resolution of disputes

The present Terms and Conditions of Use are subject to French law.

Any dispute arising from the application of these Terms and Conditions of Use that cannot first be resolved by amicable means shall be submitted to the courts within the jurisdiction of the Court of Appeal ("Cour d'Appel") of Nanterre.

## XI. Miscellaneous

A.S.O. may assign its rights and obligations under these T&Cs.

You therefore consent in advance to A.S.O. being able to transfer or assign its obligations under these T&Cs to a third party or another legal entity of the group to which A.S.O. belongs.

The contract shall automatically continue, without the requirement for any formalities, between You and the entity benefiting from the transfer or assignment.

You are not permitted to assign Your rights or obligations arising from the T&Cs. Any assignment in contravention of the present T&Cs shall be null and void.

Rights and obligations arising from these T&Cs may continue after ceasing to use the Website. Any such rights and obligations shall remain in force even after the termination or expiration of the T&Cs.

The French-language versions of the Terms and Conditions of Use, the Privacy Statement (available HERE: [https://netstorage.lequipe.fr/ASO/motorSports\\_dak/privacy-statement-dakar-2020-uk.pdf](https://netstorage.lequipe.fr/ASO/motorSports_dak/privacy-statement-dakar-2020-uk.pdf)) and the Cookies Policy (available HERE: [https://netstorage.lequipe.fr/ASO/motorSports\\_dak/cookies-policy-dakar-en.pdf](https://netstorage.lequipe.fr/ASO/motorSports_dak/cookies-policy-dakar-en.pdf)) govern Your use of the Website and, in case of any conflict with a translated version, the French-language version shall prevail.

## XII. Contact

Any questions relating to these Terms and Conditions of Use may be sent by letter to:

DATA PROTECTION OFFICER AMAURY

A.S.O.

40 – 42 Quai du Point du Jour,

92100 Boulogne-Billancourt

France

Or by e-mail to the address [DPO@amaury.com](mailto:DPO@amaury.com)