



GENERAL TERMS AND CONDITIONS

You have registered for an event of **WK 2021 vzw**, having its registered office at Ottergemsesteenweg-Zuid 808, 9000 Gent, VAT BE0692.977.502 (hereinafter referred to as "WK 2021" or "the Organiser"). WK 2021 is your single point of contact for all your questions. E-mail: info@flanders2021.com.

Article 1. Registration

At the time of registering, the participant declares to be at least 18 or to have his legal guardian's consent to register for the event.

The registration is only valid if the registration form has been completely and truthfully filled out, the registration fee and payment for extras have been paid in full and these general terms and conditions have been accepted.

Article 2. Right of withdrawal

The registration falls under Art. VI, 53, 12° WER for which the right of withdrawal is excluded.

In case of non-participation, regardless of the reason, the registration fee and possible extras cannot be reclaimed.

Article 3. Cancellation of the event - force majeure - COVID-19 - liability

General

WK 2021 is only liable for a shortcoming attributable to it, insofar as this liability has not been explicitly excluded or limited in these general terms and conditions. In aggregate, the liability of WK 2021 is in any case limited to compensating for direct damage (excluding indirect damage) and can never be in excess of the value of the service provided, being the registration fee.

Liability in the event of force majeure is excluded. Force majeure is understood to include any and all circumstances or events which are beyond the control of WK 2021 that prevent it (even temporarily) from fulfilling its obligations in whole or in part. This includes, but is not limited to, non-delivery or late delivery or errors from suppliers or other engaged third parties, instructions, decisions or interventions of any kind by public or regulatory authorities ("fait du Prince"), terrorism or the threat of terror, weather conditions (such as extreme heat, thunder, storm, gusts, floods, etc.), fire, riot, war or threat of war, uprising, epidemics, pandemics (such as COVID-19), state of quarantine, disruptions in a (telecommunications) network or connection or used communication systems, riots on the public highway, blockades, strikes or lock-outs, demonstrations and other disturbing disturbances.

Cases of force majeure do not give the right to any reimbursement of the registration fee or any other form of compensation for damages.

COVID-19

COVID-19 is an extremely contagious disease 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. Attending the event is entirely voluntary and at the participant's own risk, and implies





acceptance of the risks associated with exposure to COVID-19. The organiser shall not be liable in any way in case of contamination with COVID-19.

Cancellation

In case of cancellation of the event by WK 2021, other than in the event of force majeure, WK 2021 may refund to the person who placed the order a portion of the amounts paid, to be determined in reasonableness and fairness. Such compensation, insofar granted, will in any case not exceed the amounts paid by the participant. Any other costs incurred in connection with the event, such as service and administration costs and any extras (such as merchandising, T-shirts, etc.), will not be reimbursed.

Article 4. Participation

Participants under the age of 16 must always be accompanied by a person older than 18.

During the participation, proof of registration (number on chest, handle bars, wristband, etc.) must be visible at all times.

The participant shall always respect the environment. The participant shall look after his/her own safety and the other participants. Participants must follow the instructions of the organisation, medical teams and police.

Participants shall at all times wear a helmet during cycling events. The Highway Code needs to be respected.

The organisation reserves the right to exclude participants from participation who do not respect the provisions of these general terms and conditions or pose a danger to themselves or third parties.

Article 5 Prices

The specified prices are always in Euros and inclusive of VAT, unless explicitly specified otherwise.

Article 6 Payment

On registering, the participant must pay the full amount of the registration (registration fee and extras) using the provided online payment system.

WK 2021 believes it has taken all possible and relevant precautions and as such acts as a normal and diligent online-seller. Possible theft can therefore not be invoked against WK 2021.

Article 7. Change of registration

Participants who want to transfer their registration for an event to another person can do so on the day of the event on-the-spot. The administrative cost as indicated on-the-spot is payable for this.

Participants who want to change the distance can do so on-the-spot, on the day of the event. The administrative cost as indicated on-the-spot is payable for this. If a supplement is owed for the newly chosen distance, this will also be charged.

Article 8 Healthy & safe sports and COVID-19





Participation requires good health. The participant declares to meet this condition. Before participation, the organisation recommends a preventive sports medical examination at a certified sports doctor.

As an organization, WK 2021 takes its responsibility in preventing the (further) spread of COVID-19. WK 2021 has taken the necessary health and safety measures for the event, which may be subject to changes due to government measures. These measures may have an impact on the organization and conduct of the event, including restrictions regarding access to the event (e.g. evidence of recent negative PCR-test or evidence of full vaccination). The participant undertakes to strictly comply with the applicable measures, which can, at any time, be adjusted by the organiser to the circumstances and to the then applicable regulations and government measures.

It is recommended that participants do not take part in the event when showing symptoms that might indicate COVID-19, such as feeling feverish, fever, cough, shortness of breath, running nose or unusual fatigue.

Risk groups are recommended not to take part in the event.

Article 9. Personal details and intellectual property rights

All information of the participants is for WK 2021's administration. WK 2021 and her partners will use the information for purposes of subscription to the Event and marketing and communication purposes. The General Data Protection Regulation 2016/679 relating to data processing lays down the access right to the data and the correction thereof. At all times the participant can request the correction of his/her personal data based on the contact details specified in these general terms and conditions.

For more details regarding the processing of personal data, we refer to the privacy policy of WK 2021: <https://www.flanders2021.com/en/privacy-statement>.

Through your participation to the event you declare you agree with a possible use of your details, photograph or portrait right in print, film, video, etc. for promotional purposes of WK 2021 and its events, without claiming payment for this.

The participant states he/she is familiar with the fact that techniques may be used that allow his/her exact location to be tracked at any moment by picking up signals of the chip, included in the proof of participation which the participant is wearing. The participant gives consent to WK 2021 to make this information public so that it can be viewed by everyone.

The participant gives consent to WK 2021 to track his/her location real-time (live tracking) as described above, to save this data in a file, to provide it to third parties and to publish it online, through social media and mobile applications.

Article 10. Comments/complaints

Comments need to be submitted via one of the channels specified in the heading. WK 2021 shall always, in all reasonableness, try to treat every comment within 10 days upon receipt through one of the aforementioned channels. If this is not possible, it shall also be notified to the participant and an alternative timing is suggested.

Article 11. Validity of clauses





If one or a number of articles of these conditions are void or unlawful, for whatever reason, this does not prejudice the validity of the other parts of the conditions.

Article 12. Applicable law - Jurisdiction

These general conditions are governed by Belgian law. Any disputes arising from these general conditions fall within the exclusive jurisdiction of the competent courts of the registered office of WK 2021.

