

GENERAL TERMS AND CONDITIONS 3X3 MASTERS 2020

You have registered for an event of SPORTIZON NV, having its registered office at Radiatorenstraat 23, 1800 Vilvoorde, VAT BE 0473.072.958, hereafter SPORTIZON en BASKETBAL VLAANDEREN having its registered office at Ottergemsesteenweg Zuid 808 B/bus 12, 9000 Gent, VAT BE 0476.060.855

SPORTIZON is your single point of contact for all your questions. SPORTIZON can be reached at e-mail: info@sportizon.be.

Article 1. Registration

At the time of registering, the Participant must be at least 18 or 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. Prices

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

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

SPORTIZON believes it has taken all possible and relevant precautions and as such acts as a normal and diligent online-seller. SPORTIZON cannot be held liable for theft.

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

SPORTIZON cannot be obliged, regardless the circumstances, to reimburse the registration fee and possible extras (such as merchandising, T-shirt, charity, etc.).

Article 4. Participation

Registrations may not be used for commercial or promotional purposes without the permission of the organiser.

In addition, carrying out any commercial or promotional activities on the site without the prior permission of the organiser is strictly prohibited.

The official sale of t-shirts and souvenirs takes place exclusively on the tournament site.

Participants must comply with the Belgian 'Act regarding the Sale of Entrance Tickets to Events' (as published in the Belgian Law Gazette on 30 July 2013).

Changes to the programme are no reason for a full or partial refund of the ticket. The organiser accepts no responsibility in the case of events beyond its control.

Anyone copying the registration confirmation will be prosecuted by law.

Article 5. Healthy & safe sports and COVID-19

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

The organiser has taken the necessary health and safety precautions for the event. 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.

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 6. Personal details and intellectual property rights

All information of the participants is for Sportizon's & Basketbal Vlaanderen's administration. Sportizon & Basketbal Vlaanderen 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.

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 Sportizon & Basketbal Vlaanderen 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 Sportizon & Basketbal Vlaanderen to make this information public so that it can be viewed by everyone.

The participant gives consent to Sportizon & Basketbal Vlaanderen 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 7. – Security measures

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.

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.

It is forbidden to bring to the grounds of the tournament, glass, plastic bottles, cans, drugs, fireworks, weapons, sharp objects or other objects which the organisation considers dangerous.

The following are forbidden: open fires, barbecues, gas systems, glass, candles, beer pumping systems, generators, music systems, sharp objects, weapons or any other object which the organisation considers dangerous.

When found these objects will be confiscated by security staff. The organisation may alter or extend this list at any time.

Starting fires is strictly prohibited.

Entering the site implies your agreement with all preventive and monitoring measures taken by the organiser or safety team including potential frisking and bag searches. Failing to comply with these measures will lead to refusal or withdrawal of the right of access.

The organiser cannot be held liable for damages, loss or theft or any accident that may occur.

The organiser and/or official ticket distributor reserves the right to verify the identity of the participant.

Article 8. Cancellation of the event – Force Majeure – Liability

General

Sportizon & Basketbal Vlaanderen 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 Sportizon & Basketbal Vlaanderen 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 Sportizon & Basketbal Vlaanderen 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.

If the organiser has to cancel the event due to an epidemic or pandemic (such as COVID-19 and any new outbreaks thereof) and/or emergency government measures ("force majeure"), the registration will automatically be transferred to the new date or the next edition of the event.

Cancellation

In case of cancellation of the event by Sportizon & Basketbal Vlaanderen, other than in the event of force majeure, the tickets will be exchanged for tickets for a new / next edition of the event or another Sportizon & Basketbal Vlaanderen event. Any other costs incurred in connection with the event, such as service and administration costs and any extras (such as merchandising, T-shirts, training schedule, charity, etc.), will not be reimbursed.

Article 9. Comments/complaints

Comments need to be submitted via one of the channels specified in the heading. SPORTIZON 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 10. 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 11. 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 GOLAZO.