

Terms and conditions SPORTIZON NV

ARTICLE 1. Applicability

The delivery of the services of SPORTIZON NV, based on the following terms, excluding written discrepancies between the parties and without prejudice to any special conditions agreed in a separate agreement. They take precedence over any contrary and conflicting conditions of the customer, even if these are communicated afterwards. These conditions take precedence over and are supplemented by the terms stated on the invoice SPORTIZON NV. They are deemed to have been accepted by the client unless written and registered protest is lodged within five calendar days of receipt. Any invalidity of any of these provisions will not affect the applicability of the other provisions.

ARTICLE 2.

Unilateral change SPORTIZON NV holds the right to amend these terms and conditions unilaterally. The customer will be notified in writing. The customer has the right to terminate the agreement free of charge within 30 days of notification of this change. If not, he will be deemed to agree to the amended terms and conditions.

ARTICLE 3. Order - offer

Only a written offer by the SPORTIZON NV is valid. The validity of the offer is limited to 30 days. The agreement is made only after acceptance of the order of the customer by SPORTIZON NV.

ARTICLE 4. Intellectual property

SPORTIZON NV remains the sole holder of the intellectual property rights for its creations and organizations. Any delivery remains the property of SPORTIZON NV until the moment of full payment of the price.

ARTICLE 5. Price

The prices invoiced by the SPORTIZON NV, are in euros and exclude taxes. The prices are exclusive of VAT, unless explicitly stated otherwise. The exchange risk is borne by the customer. When a price increase occurs of certain products outside of the control of SPORTIZON NV, prices can be adjusted accordingly.

ARTICLE 6. Payment

The service must always be paid in advance and this through the online payment system. The order is only valid after payment of the full amount. SPORTIZON NV claims to have taken full and appropriate care and thus acts as a normal and careful online seller. Any theft cannot therefore be invoked against it.

ARTICLE 7. Right of withdrawal

The services covered by the services referred to in Art. VI, 53, 12 ° WER of which the right of withdrawal is excluded.

ARTICLE 8. Cancellation

Any cancellation of the order by the customer must be in writing. It is only valid if when written acceptance has been sent by SPORTIZON NV, who is not obliged to do so at any given time.

ARTICLE 9. Force Majeure - Cancellation - Liability

General

SPORTIZON NV 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 NV 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 NV 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. SPORTIZON NV shall not be liable in any way in case of contamination with COVID-19. If SPORTIZON NV 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 NV, other than in the event of force majeure, the tickets will be exchanged for tickets for a new / next edition of the event. Any other costs incurred in connection with the event, such as service and administration costs, will not be reimbursed.

ARTICLE 10. Health and safety precautions - COVID-19

SPORTIZON NV has provided the necessary health and safety precautions for the event, which may be subject to adjustments due to governmental measures. The customer undertakes to strictly comply with the applicable measures, which may, at any time, be adjusted by the organisation in function of the circumstances and the then applicable regulations and governmental measures. Access to the event may be subject to specific conditions (e.g. proof of recent negative PCR-test or proof of full vaccination). It is recommended that customers do not visit the event when showing symptoms that might indicate COVID-19, such as feeling feverish, fever, cough, shortness of breath, running nose or unusual fatigue.

ARTICLE 11. Complaints

No complaint to the services will be accepted if they are not sent by registered mail to SPORTIZON NV, Radiatorenstraat 23, 1800 Vilvoorde, within 8 days after the execution of the services or discovery of any defect. Failing this it will be deemed to be accepted services.

ARTICLE 12. Duties

SPORTIZON NV is making every effort to meet its contractual obligations and the expectations of the customer. However, they can only be held to an obligation of means.

ARTICLE 13. Personal data

The customer hereby grants permission to SPORTIZON NV in the context of the relationship between the parties to collect personal data and incorporate it into a file for commercial - administrative purposes and for the purpose of direct mailing. SPORTIZON NV will ensure that all legal formalities have been completed and that the customer, in accordance with the General Data Protection Regulation 2016/679 relating to data processing lays down the access right to the data and the correction thereof, is entitled to access and correct the data processed. At all times the customer can request the correction of his/her personal data based on the contact details specified in these general terms and conditions. For more details we refer to our privacy policy.

ARTICLE 14. Solidarity

In case of multiple clients, they are jointly and severally liable for their various obligations and they are supposed to have done away with the benefits of division and dispute.

ARTICLE 15. Implementation modalities

The transport risk and the postage and delivery costs are exclusively borne by the client.

ARTICLE 16. Period

Only the periods indicated in writing by SPORTIZON NV are binding. These periods will be extended at least in cases of force majeure, changes to the order by the client, delay in the transfer of information and / or documents submitted by the client or delay payment.

ARTICLE 17. Applicable law - jurisdiction

The agreements between SPORTIZON NV and the client are subject to Belgian law. All disputes are subject to the exclusive jurisdiction of the courts of the registered office of SPORTIZON NV.

SPORTIZON NV

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