

GENERAL CONDITIONS  
ZOUTE GRAND PRIX

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## GENERAL TERMS AND CONDITIONS OF SALE

### Article 1. General

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In these general terms and conditions, you are the customer, the natural person or legal entity that makes use of the services and products of ZOUTE GRAND PRIX bv.

The vendor is ZOUTE GRAND PRIX bv (with registered office at Sluisstraat 77, 8300 Knokke-Heist, enterprise registration number 0822.347.489). These terms and conditions of sale apply to the website and to the services that are provided through the website. "The website" means the website at [www.zoutegrandprix.be](http://www.zoutegrandprix.be) and [www.rallyededurbuy.be](http://www.rallyededurbuy.be) and the websites that are part of these websites.

By using the website and ticking the "I agree with the general conditions" box, you acknowledge that you have read these terms of use and accept all terms of use below.

### Article 2. The website

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**2.1.** The contents of the website and the information that is provided herein (including photographs, logos, texts and brands) as well as the underlying system by which this content and information is offered, are the property of ZOUTE GRAND PRIX bv or its partners.

You therefore agree not to use the website or this platform, including the contents or information for unlawful, commercial or non-personal ends. Consequently, you are not permitted to refer to the website in the promotion of your own commercial activities without the prior agreement of ZOUTE GRAND PRIX bv.

You agree not to transform, copy, distribute, transmit, show, provide, reproduce, publish, license, derive work from, transfer or sell or resell any information, software, products or services obtained from the website or this platform.

**2.2.** The website or allied platforms are trademarks of ZOUTE GRAND PRIX bv. The brand names of products, services or company names that are named or shown on the website are protected as intellectual property of either ZOUTE GRAND PRIX bv or their respective owners, partners or sponsors of ZOUTE GRAND PRIX bv.

**2.3.** The contents of the website were compiled with the greatest of care and are regularly updated. However, we guarantee that the information on the website is completely free of error. You accept this and acknowledge that such a guarantee cannot be given. The website is provided as it is displayed on screen.

**2.4.** In no event shall ZOUTE GRAND PRIX BV be liable for any direct or indirect damages arising out of the use of, or inability to use, this website or platform, its information, products or services, whether based on contract, tort, strict liability or otherwise, even if ZOUTE GRAND PRIX BV has been advised of the possibility of such damages.

### Article 3. Customer obligations

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**3.1.** The customer placing the order is considered the principal and guarantees the payment of the order, even if it has to be prepared and sent to a third party.

**3.2.** To purchase tickets, you must be over 18 and have legal capacity.

**3.3.** The customer undertakes that the personal data provided in the identification form on the website when ordering e-tickets or products are correct and complete. ZOUTE GRAND PRIX BV reserves the right to refuse or cancel the order in case of suspicion of fraud.

**3.4.** You are solely responsible for mistakes in the purchase process, such as providing an incorrect e-mail address, indicating an incorrect quantity of products or misjudging the properties of the services provided. You are also responsible for the operation and security of the e-mail programme You use. The risk of loss of products sent electronically passes to You, the customer, at the time of delivery of the e-mail to Your provider. After delivery, you are responsible for keeping the e-ticket that was sent to you.

### Article 4. Ticket sales

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**4.1.** Prices quoted include all costs associated with the purchase, delivery and use of the products, unless expressly stated otherwise on the website.

**4.2.** You can purchase the products on this website, where you need to go through the steps described, such as indicating the products and quantity you want, going through the payment process and filling in the personal details required. Each step in the sales process is explained on the website. You have the option of checking and correcting your order before making payment.

**4.3.** The e-tickets are booked at the time of sending the registration form and after payment. They will be sent as e-tickets only to the e-mail address specified in the booking form; there are no other means of transmission.

Your booking will be cancelled by ZOUTE GRAND PRIX BV if the e-tickets are not paid in cash. VAT and any taxes (included in the posted sale price) are always at the expense of the Customer.

Under no circumstances will the tickets be refunded, even in case of loss or theft, neither returned nor exchanged. Should the cancellation nevertheless be accepted by ZOUTE GRAND PRIX BV, you already accept that costs will be charged. It is not possible to order tickets via this website and collect them later at the box office on the day of the event.



**4.4.** If you do not receive the tickets no later than 4 working days before the event, or (if you place your order in the 4 working days prior to the event) one working day before the start of the event for which you have purchased tickets, you should contact ZOUTE GRAND PRIX BV at [info@zoutegrandprix.be](mailto:info@zoutegrandprix.be). The original tickets will then be invalidated and will no longer provide access to the event.

Delays in processing an order cannot give rise to damages, refunds or interest.

**4.5.** The e-ticket, once printed on white paper, is the proof to be presented at the entrance of the event mentioned on it on the day the ticket is valid. By presenting the ticket, the customer gains access to the event. Instead of a printed e-ticket, it is also possible to use the QR code sent to you.

If the e-ticket is printed, the printout must be perfect; all parts must be legible without any possibility of confusion. If this is not the case, access to the event may be refused. Each barcode or QR code corresponds to a single admission ticket. The e-ticket will be scanned at the box office of the event. The e-ticket can only be scanned once on the date indicated on it. If the same barcode or QR code is shown several times, only the first card scanned during the control will give access to the event. Any attempted misuse, counterfeiting or fraud may lead to prosecution.

ZOUTE GRAND PRIX BV guarantees the authenticity of the e-ticket insofar as the latter has been purchased on the site [www.zoutegrandprix.be](http://www.zoutegrandprix.be). Consequently, one should not accept any offer coming from third parties, or through other websites.

**4.6.** You cannot invoke a right of withdrawal when ordering tickets from ZOUTE GRAND PRIX BV. The e-ticket will neither be refunded nor exchanged.

## Article 5. Payments

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Products can only be paid for using the online payment methods made available on the website. The customer is responsible for the costs charged by his financial institution for transferring the amount of the purchase to ZOUTE GRAND PRIX BV. All purchases are payable in cash.

ZOUTE GRAND PRIX BV reserves the right to refuse or cancel orders in case of indications of fraud.

## Article 6. Liability of ZOUTE GRAND PRIX BV

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ZOUTE GRAND PRIX BV guarantees that the products give entitlement to the services mentioned on the website. Performances on this website of previous editions of the Event do not guarantee that future editions will be conducted in a similar manner.

In case of unforeseen circumstances, for example weather conditions, it may be necessary to give the Event a different interpretation than originally foreseen. In that case, ZOUTE GRAND PRIX BV will endeavour to offer an alternative of the highest possible quality. However, such circumstances do not entitle the customer to any refund.

If, due to unforeseen circumstances, the Event has to be cancelled or postponed, as a customer you have the choice either to keep the ticket entitling you to participate in the postponed Event or to obtain a free refund of your ticket. The refund must be requested from ZOUTE GRAND PRIX BV within two weeks after the date of the event for which you bought a ticket.

All communication regarding a possible change of programme will be communicated through this website. ZOUTE GRAND PRIX BV is not obliged to communicate this via other means of communication.

The liability of ZOUTE GRAND PRIX BV is in any case limited to the value of the products purchased. For other damages (useless trips, hotel bookings, ...) ZOUTE GRAND PRIX BV can never be held liable.

## Article 7. Offering hotels and accommodation

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ZOUTE GRAND PRIX BV provides on its internet site a link to external websites offering accommodation and hotels. ZOUTE GRAND PRIX BV is in no way responsible for the information contained there and cannot be considered an accommodation provider under any circumstances. All information contained on these external sites is not the responsibility of ZOUTE GRAND PRIX BV.

## Article 8. Personal Privacy

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Personal data are collected via this website for the proper execution of the sales contract. They may also be kept to guarantee the proper functioning of ZOUTE GRAND PRIX BV's service and/or to demonstrate the proper execution of the contract. The latter may also be used by ZOUTE GRAND PRIX BV and its subsidiaries, as well as passed on to third parties (such as, among others, media group, organiser, promoter, "venue",...) contractually linked to ZOUTE GRAND PRIX BV for marketing purposes.

Any Customer who can prove his identity has the right to access his personal data and not to allow the use of his personal data for marketing purposes by means of a written and signed request to the e-mail address [info@zoutegrandprix.be](mailto:info@zoutegrandprix.be) , or by post to the registered office of ZOUTE GRAND PRIX BV, in accordance with the Law of 8 December 1992 on the protection of privacy in relation to the processing of personal data, and in accordance with the Royal Decree of 13 February 2001 implementing the Law of 8 December 1992 on the protection of privacy in relation to the processing of personal data.

He also has the right not to allow the sending of advertising by electronic mail by written request, in accordance with the Act of 11 March 2003 on certain legal aspects of information society services, and in accordance with the Royal Decree of 4 April 2003 regulating the sending of advertising by electronic mail.

## Article 9. Various provisions

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**10.1.** In the impossible event that some provisions of these general terms and conditions would be considered null and void, the parties undertake to replace the void or unenforceable clause with the most appropriate clause so that, as far as possible, the common intention of the parties would be met.

**10.2.** The relationship between YOU and ZOUTE GRAND PRIX BV is subject only to Belgian law. In case of dispute, only the courts of the judicial district of Bruges are competent.

In their mutual relations, the parties expressly accept electronic means (e-mail, fax, SMS...) as means of proof.

## Travel Conditions

### **General travel conditions of the Travel Disputes Committee for package holidays**

#### Article 1. Application area

These travel conditions apply to package travel contracts booked from 1 July 2018 and are governed by the Sale of Package Travel, Linked Travel Arrangements and Travel Services Act of 21 November 2017.

#### Article 2. Information from the organiser and retailer before conclusion of the package travel contract

**2.1.** The organiser and also the retailer shall provide the traveller, before he is bound by a package travel contract, with the legally prescribed standard information as well as, to the extent applicable to the package travel:

1° the main characteristics of the travel services:

- (a) the travel destination(s), itinerary and periods of stay, with dates and number of nights;
- b) the means of transport, their characteristics and categories, the places and dates and times of departure and return, the duration and location of intermediate stops and connections; if the exact time has not yet been determined, this shall be given approximately
- (c) the location, main characteristics and category of accommodation according to the rules of the country of destination
- (d) the meals provided;
- (e) the visits, excursions or other services included in the total price agreed for the package holiday;
- (f) in case it is not clear whether the travel services are provided to the traveller as a member of a group;
- (g) the language in which other tourist services are provided, if any;
- h) whether the trip is generally suitable for persons with reduced mobility;

2° the total price of the package holiday, and where applicable, indication of the type of additional costs that may be borne by the traveller;

3° the methods of payment;

4° the minimum number of persons required for the implementation of the package holiday and the deadline for possible cancellation of the contract if this number is not met;

5° general information on passport and visa requirements in the country of destination, including the approximate time required to obtain a visa and information on health formalities;

6° indication that the traveller may cancel the contract on payment of a cancellation fee;

7° information on cancellation and/or assistance insurance.



**2.2** The professional shall ensure that the correct standard information form is provided to the traveller.

**2.3** The pre-contractual information provided to the traveller is an integral part of the package travel contract. It cannot be changed unless mutually agreed by the parties.

### Article 3. Information for the traveller

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**3.1.** The person concluding the package travel contract shall provide the organiser and the retailer with all useful information concerning himself and his fellow travellers which may be relevant to the conclusion or performance of the contract.

**3.2** If the traveller provides incorrect information and this leads to additional costs for the organiser and/or reseller, those costs may be charged.

### Article 4. The package travel agreement

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**4.1.** At the conclusion of the package travel contract or within a reasonable time, the organiser or, if a retailer is involved, the latter shall provide the traveller with a confirmation of the contract on a durable medium, such as e.g. an e-mail, a paper document or a pdf.

In case the package travel contract is concluded in the simultaneous physical presence of the parties, the traveller is entitled to request a paper copy.

**4.2.** The package travel contract or its confirmation shall contain the full content of the contract, including all the information mentioned in article 2 and the following information:

1° the special wishes of the traveller to which the organiser has agreed;

2° that the organiser is liable for the proper execution of the package holiday, and has an obligation of assistance;

3° the name and contact details of the entity in charge of insolvency protection;

4° the name, address, telephone number, e-mail address of the organiser's local representative or other service in case the traveller encounters difficulties or wishes to complain about the possible non-conformity;

5° the traveller's obligation to report the non-conformity during the journey;

6° information enabling direct contact to be made with an unaccompanied minor or with the person responsible for him at his place of residence;

7° information on internal complaint handling;

8° information on the Travel Disputes Committee and the E.U. online dispute resolution platform;

9° information on the traveller's right to transfer his contract.

**4.3.** In good time before the start of the package holiday, the organiser shall provide the traveller with:

1° the necessary receipts

2. the vouchers and tickets

3° information on scheduled departure times and, where applicable, on the latest check-in time, scheduled times of intermediate stops, connections and arrivals.

#### Article 5. The Price

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**5.1.** After the conclusion of the package travel contract, prices may only be increased if the contract expressly provides for this. In this case, the package travel contract shall specify how the price revision is calculated.

Price increases are allowed only as a direct consequence of changes in:

1° the price of passenger transport attributable to the increased cost of fuel or other energy sources, or

2° the level of taxes or fees on the travel services included in the contract, levied by third parties not directly involved in the execution of the package holiday, including tourist taxes and departure or arrival taxes at ports and airports, or

3° exchange rates relevant to the package holiday.

If a price increase is anticipated, the traveller shall be entitled to a price reduction in the event of a decrease in the costs listed above.

**5.2.** If the increase exceeds 8% of the total price, the traveller may cancel the contract without cancellation fee.

**5.3.** A price increase is possible only if the organiser notifies the traveller at least 20 days before the start of the package tour via a durable data medium, such as e.g. an e-mail, a paper document or a pdf, giving reasons for that price increase and a calculation.

**5.4.** In the event of a price reduction, the organiser shall be entitled to deduct the administrative costs from the refund due to the traveller. If the traveller so requests, the organiser shall substantiate those costs.

#### Article 6. Payment of the travel fee

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**6.1.** Unless otherwise agreed, the traveller shall, upon conclusion of the package travel contract, pay as an advance part of the total travel sum.

**6.2.** Unless otherwise agreed in the package travel contract, the traveller shall pay the balance of the price no later than 1 month before the departure date.

**6.3.** If the traveller, after having been given prior notice, fails to pay the deposit or the travel sum demanded of him, the organiser and/or retailer shall be entitled to terminate the contract with the traveller ipso jure, with the costs borne by the traveller.

#### Article 7. Transferability of the package travel contract

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**7.1.** Given the specific eligibility requirements for participation in the rallies (pilot, co-pilot and the car), the traveller accepts that the package tour is not transferable.

#### Article 8. Other changes made by the traveller

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If the traveller requests any other change, the organiser and/or retailer who may respond may charge all costs incurred as a result.

#### Article 9. Changes made by the organisation before departure

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**9.1.** The organiser cannot unilaterally change the terms of the package travel contract, with the exception of price changes before the start of the package travel, unless:

- 1° the organiser has reserved this right in the contract, and
- 2° the change is insignificant; and
- 3° the organiser informs the traveller thereof via a durable data carrier, such as an e-mail, a paper document or a pdf.

**9.2.** If, before the commencement of the journey, the organiser finds it necessary to significantly modify one of the main characteristics of the travel services or is unable to meet the confirmed special wishes of the traveller, or proposes to increase the price of the package holiday by more than 8%, the organiser shall inform the traveller

- 1° of the proposed changes and their effect on the price of the package holiday;
- 2° of the possibility of cancelling the contract without cost, unless he accepts the proposed modifications;
- 3° of the period within which he must inform the organiser of his decision;
- 4° of the fact that if he does not expressly accept the proposed amendments within the specified period, the contract shall be automatically terminated; and
- 5° where appropriate, of the proposed substitute package holiday and its price.

**9.3.** If the changes to the package holiday contract or the replacement package holiday have the effect of reducing the quality or cost of the package holiday, the traveller shall be entitled to an appropriate price reduction.

**9.4.** If the package travel contract is cancelled pursuant to article 9.2 and the traveller does not accept a replacement package travel, the organiser shall refund all amounts paid to the traveller no later than 14 days after the contract has been cancelled.

**9.5.** Given the specific requirements for the organisation of the rally, the organiser reserves the right to make any changes relating to the rally and consequent changes without the traveller's agreement.

#### Article 10. Cancellation by the organiser before departure

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**10.1.** The organiser may cancel the package travel contract:

1° if the number of persons registered for the package holiday is less than the minimum number specified in the contract and the traveller is notified by the organiser of the cancellation of the contract within the period specified in the contract, but not later than: a) twenty days before the start of the package holiday in the case of journeys of more than six days

(b) seven days before the start of the package trip for trips of two to six days;

c) 48 hours before the start of the package trip for trips lasting less than two days; or

2° if he cannot perform the contract due to unavoidable and extraordinary circumstances and he informs the traveller before the start of the package trip that the contract is cancelled.

**10.2.** In such cases, the organiser shall refund to the traveller all sums received for the package holiday without owing any additional compensation.

#### Article 11. Cancellation by the traveller

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**11.1.** The traveller may cancel the package holiday contract at any time before the start of the package holiday. Upon cancellation, the traveller may be required to pay a cancellation fee to the organiser.

Standardised cancellation fees may be determined in the package travel contract on the basis of the time of cancellation before the start of the package travel and the expected cost savings and revenue from alternative use of the travel services.

If no standardised cancellation fees are set, the amount of the cancellation fee shall correspond to the price of the package holiday less the cost savings and revenue from alternative use of the travel services.

**11.2.** However, if unavoidable and extraordinary circumstances occur at the destination which have a significant impact on the performance of the package holiday or which have a significant impact on the passengers' transport to the destination, the passenger shall be entitled to cancel the package holiday contract without payment of a cancellation fee. In the event of cancellation of the package travel contract under this article, the traveller shall be entitled to a full refund of all sums paid for the package travel, but shall not be entitled to additional compensation.

**11.3.** The organiser shall refund all amounts paid by or on behalf of the traveller, less the cancellation fee, within 14 days at the latest.

**11.4.** In case of cancellation of participation by the traveller, the following rules will apply for :

- If you cancel your participation no later than the last day of the 5th month prior to the month in which the event takes place or, if multi-day, the month in which the event starts, 75% of the amount will be refunded. Example: if an event takes place or starts on 2 October, cancellation must be made no later than 31 May preceding.
- If you cancel your participation no later than the last day of the 4th month prior to the month in which the event takes place or, if multi-day, the month in which the event starts, 50% of the amount will be refunded. Example: if an event takes place or starts on 2 October, cancellation must take place no later than 30 June preceding.
- If you cancel your participation no later than the last day of the 3rd month prior to the month in which the event takes place or, if multi-day, the month in which the event starts, 25% of the amount will be refunded. Example: if an event takes place or starts on 2 October, cancellation must be made no later than 31 July preceding.
- If you cancel your participation after the 3rd month prior to the month in which the event takes place or, if multi-day, the month in which the event starts, no refund is possible. Example: if an event takes place or starts on 2 October, no refund is possible if cancellation is made after 31 July.
- The date of receipt by ZOUTE GRAND PRIX BV of the notification of the cancellation will count as the date of cancellation.

Furthermore, no amount will be refunded in case of cancellation of the rally due to circumstances beyond the organiser's control.

Also in case of exclusion of the participant or his assistance vehicle for reasons foreseen in the regulations, the traveller will not be entitled to a refund of his contribution.

#### Article 12. Non-compliance during travel

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**12.1.** The traveller shall inform the organiser without delay of any non-conformity he has found during the performance of a travel service included in the package travel contract.

**12.2.** If one of the travel services is not performed in accordance with the package travel contract, the organiser shall remedy that non-conformity, unless it is:

1° impossible, or

2° involves disproportionately high costs, taking into account the degree of non-conformity and the value of the travel services concerned.

If the organiser does not remedy the non-conformity, the traveller shall be entitled to a price reduction or compensation in accordance with Article 15.

**12.3.** If the organiser does not remedy the non-conformity within a reasonable period set by the traveller, the traveller has the option to do so himself and request reimbursement of the necessary expenditure. It is not necessary for the traveller to set a deadline if the organiser refuses to remedy the non-conformity, or if an immediate solution is required.

**12.4.** If a significant part of the travel services cannot be provided, the organiser shall, at no additional cost to the traveller, offer other packages of, if possible, equivalent or higher quality.

If the other proposed arrangements result in a package holiday of lower quality, the organiser shall grant the traveller an appropriate price reduction.

The traveller may reject the other proposed arrangements only if they are not comparable to what was agreed in the package travel contract, or if the price reduction granted is insufficient.

**12.5.** If the non-conformity significantly affects the performance of the package holiday and the organiser has not remedied it within a reasonable period set by the traveller, the traveller may cancel the package holiday contract without payment of a cancellation fee and, where applicable, request a price reduction and/or compensation. If the package holiday includes passenger transport, the organiser shall also provide for repatriation of the traveller.

If no other arrangements can be proposed or the traveller rejects the other arrangements proposed, the traveller shall be entitled to a price reduction and/or compensation, where appropriate, even without cancellation of the package travel contract.

**12.6.** If, due to unavoidable and extraordinary circumstances, the return of the traveller as agreed in the package travel contract cannot be arranged, the organiser shall bear the cost of the necessary accommodation, for a maximum of three nights per traveller.

**12.7.** The organiser may not invoke unavoidable and extraordinary circumstances to limit liability if the carrier concerned cannot invoke them under applicable Union law.

**12.8.** The traveller may address messages, requests or complaints relating to the implementation of the package holiday directly to the retailer from whom he purchased the package holiday. The retailer shall forward such messages, requests or complaints to the organiser without delay.

#### Article 13. Liability of the traveller

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The traveller is liable for damages incurred by the organiser and or retailer, their appointees and/or representatives due to his fault, or where he has failed to fulfil his contractual obligations.

#### Article 14. Liability of organiser and professional

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**14.1.** The organiser is liable for the performance of the travel services included in the package travel contract, regardless of whether these services are provided by the organiser or by other travel service providers.

#### Article 15. Price reduction and compensation

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**15.1.** The traveller is entitled to an appropriate price reduction for any period during which there was non-conformity of the services provided, unless the organiser proves that the non-conformity was due to the traveller.

**15.2.** The traveller is entitled to appropriate compensation from the organiser for all damages incurred as a result of non-conformity. The compensation shall be paid without delay.

**15.3.** The traveller has no right to compensation if the organiser proves that the non-conformity is due to:

1° the traveller;

2° a third party not involved in the performance of the travel services included in the package travel contract, and the non-conformity could not be foreseen or prevented; or

3° unavoidable and extraordinary circumstances.

#### Article 16. Duty of assistance

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**16.1.** The organiser shall without delay provide appropriate assistance to the traveller in difficulty, in particular by:

1° providing useful information on medical services, local authorities and consular assistance;

2° helping the traveller to use remote communication and to find other travel arrangements.

**16.2.** If the difficulties are the result of intent or negligence on the part of the traveller, the organiser may seek compensation for such assistance. Such compensation shall in no case exceed the actual costs borne by the organiser.

#### Article 17. Complaints mechanism

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**17.1.** If the traveller has a complaint before departure, he must report it to the organiser or the retailer in an evidential manner as soon as possible.

**17.2.** Complaints during the performance of the package holiday contract must be reported by the traveller to the organiser or retailer as soon as possible on site, in an appropriate and probative manner, so that a solution can be sought.

**17.3.** If a complaint was not satisfactorily resolved on site or it was impossible for the traveller to formulate a complaint on site, he must lodge a complaint with the organiser or the retailer in an evidential manner without delay after the end of the travel contract.

#### Article 18. Conciliation procedure

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**18.1.** In case of dispute, the parties should first seek an amicable settlement between themselves.

**18.2.** If this attempt at an amicable settlement fails, any of the parties involved may ask the asbl Geschillencommissie Reizen to initiate a conciliation procedure. All parties must agree.

**18.3.** To this end, the secretariat will provide the parties with reconciliation rules and a "reconciliation agreement".

**18.4.** In accordance with the procedure set out in the rules, an impartial conciliator will then contact the parties to pursue a fair reconciliation between the parties.

**18.5.** Any agreement reached will be set out in a binding written agreement.

#### Article 19. Arbitration or court

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**19.1.** If conciliation proceedings are not instituted or fail, the claimant may, if it wishes, institute arbitration proceedings before the Travel Disputes Committee or bring proceedings in court.

**19.2.** The traveller can never be obliged to accept the competence of the Travel Disputes Committee, either as claimant or defendant.



**19.3.** The organiser or retailer who is the respondent may only refuse arbitration if the amount claimed by the claimant exceeds € 1,250. He has a period of 10 calendar days from receipt of the registered letter or e-mail with acknowledgement of receipt indicating that a file with a claim exceeding € 1,251 has been opened with the Travel Disputes Committee.

**19.4.** This arbitration procedure is governed by dispute regulations and can only be initiated after a complaint has been lodged with the company itself, and this as soon as it has been established that the dispute could not be settled amicably or as soon as four months have passed since the (planned) end of the trip (or possibly from the service that gave rise to the dispute). Disputes concerning physical injuries can only be settled by the courts.

**19.5.** The joint arbitral tribunal shall, in accordance with the dispute regulations, rule on the travel dispute in a binding and final manner. No appeal is possible against this.

Secretariat of the Travel Disputes Committee:

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Phone: 02 277 62 15 of 02 277 61 80 (9u tot 12u);

Fax: 02 277 91 00

City Atrium, Vooruitgangstraat 50, 1210 Brussel

E-mail: [reisgeschillen@clv-gr.be](mailto:reisgeschillen@clv-gr.be)

Standard information form

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The combination of travel services offered to you is a package holiday within the meaning of Directive (EU) 2015/2302, transposed by the law of 21 November 2017 on the sale of package holidays, linked travel arrangements and travel services. Consequently, you can claim all EU rights applicable to package holidays. ZOUTE GRAND PRIX BV is fully responsible for the proper execution of the entire package holiday.

ZOUTE GRAND PRIX BV also has the legally required protection to reimburse you and, if transport is included in the package holiday, repatriate you in the event that it becomes insolvent. Basisrechten krachtens Richtlijn (EU) 2015/2302

Before concluding the package travel contract, the traveller will receive all essential information about the package travel.

Responsibility for the proper performance of all travel services included in the contract shall always rest with at least one professional.

The traveller will be given an emergency telephone number or details of a contact point through which he can contact the organiser or travel agent.

The traveller may transfer the package holiday to another person, subject to a reasonable period of time and, where appropriate, upon payment of additional costs

The price of the package holiday may be increased only if specific costs increase (e.g. fuel prices), if this is expressly included in the contract, and in any case no later than 20 days before the start of the package holiday. If the price increase exceeds 8% of the price of the package holiday, the traveller may cancel the contract. If the organiser reserves the right to a price increase, the traveller shall be entitled to a price reduction if the relevant costs were to decrease.

If any of the essential elements of the package holiday, other than the price, are significantly changed, the traveller may cancel the contract without payment of a cancellation fee and shall receive a full refund. If the professional responsible for the package holiday cancels it before the start of the package holiday, the traveller shall be entitled to a refund and, if appropriate, compensation.

The traveller may cancel the contract without payment of a cancellation fee before the start of the package trip in exceptional circumstances, such as when there are serious security problems at the destination that are likely to affect his package trip.

In addition, the traveller may cancel the contract at any time before the start of the package trip on payment of an appropriate and justified cancellation fee.

If, after the start of the package holiday, significant elements of the package holiday cannot be delivered as agreed, a suitable alternative package must be offered to the traveller at no additional cost. If the services are not performed in accordance with the contract and this significantly affects the performance of the package holiday and the organiser has not remedied this problem, the traveller may cancel the package holiday contract without payment of a cancellation fee.

In case of travel services not performed or not properly performed, the traveller is also entitled to a price reduction and/or compensation.

The organiser is obliged to provide assistance to travellers in difficulty.

If the organiser or reseller becomes insolvent, the amounts paid will be refunded. If the insolvency of the organiser or, where applicable, the retailer occurs after the start of the package holiday and transport is included in the trip or holiday, repatriation of the traveller will be provided. ZOUTE GRAND PRIX BV has secured insolvency protection from AMLIN INSURANCE SE. If services are not provided due to the insolvency of ZOUTE GRAND PRIX BV, travellers may contact this entity or, where appropriate, the competent authority:

**AMLIN INSURANCE SE**  
**Koning Albert II-laan 37**  
**B - 1030 Brussel**  
**+32 (0)2 894 70 00**  
**[insolvency.claims.be@msamlin.com](mailto:insolvency.claims.be@msamlin.com)**

Directive (EU) 2015/2302, as transposed by the law of 21 November 2017 on the sale of package holidays, linked travel arrangements and travel services  
[http://www.ejustice.just.fgov.be/cgi\\_loi/change\\_lg.pl?language=nl&la=N&cn=2017112104&table\\_name=wet](http://www.ejustice.just.fgov.be/cgi_loi/change_lg.pl?language=nl&la=N&cn=2017112104&table_name=wet)



## Website Usage Information

### Article 1. General

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The visitor is you, the natural or legal person who uses the services and products of ZOUTE GRAND PRIX BV. Your vendor is ZOUTE GRAND PRIX BV (with registered office at 8300 Knokke-Heist, Sluisstraat 77, company number 0822.347.489).

These general terms and conditions apply to this website and to the services provided via this website. When reference is made to "this website", this means the website [www.zoutegrandprix.be](http://www.zoutegrandprix.be) and [www.rallyededurbuy.be](http://www.rallyededurbuy.be) and the websites linked to this website.

By using this website and by ticking the box "I agree to the terms and conditions", you acknowledge to have read these terms and conditions and accept all terms and conditions below.

### Article 2. The Website

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**2.1.** These contents of this website and the information provided on it (including the photos, logos, texts, brands, etc.), as well as the underlying system through which these contents and information are provided, are the property of ZOUTE GRAND PRIX BV or its partners or its sponsors.

Therefore, you agree not to use this website or this platform, including its content or information, for any unlawful, commercial or non-personal purpose. Thus, references to this website to promote your own commercial activities are prohibited, except with the express agreement of ZOUTE GRAND PRIX BV.

You agree not to transform, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell or resell any information, software, products or services obtained from this website or platform.

**2.2.** This website or affiliated platforms are trademarks of ZOUTE GRAND PRIX BV . Also, brand names of products, services or company names mentioned or displayed on this website are protected as intellectual property of either ZOUTE GRAND PRIX BV or their respective owners, partners or sponsors of ZOUTE GRAND PRIX BV .

**2.3.** The content of this website has been compiled with the greatest of care and is regularly updated. However, we cannot guarantee that the information it contains is completely error-free. You accept this, which is why you acknowledge that no guarantees are given to you. Consequently, the website is provided as it appears on the screen.

**2.4.** In no event shall ZOUTE GRAND PRIX BV be liable for any direct or indirect damages arising out of the use of, or inability to use, this website or platform, the information, products or services, whether based on contract, tort strict liability or otherwise, even if ZOUTE GRAND PRIX BV has been advised of the possibility of such damages.

## Privacy Information

### 1. Your privacy is important

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Your privacy is important to us. We want to process your personal data with integrity, lawfulness, accuracy and transparency. In this document, our privacy policy, we explain to you how processing is done and what personal data is involved. The term processing includes, among other things, collecting, recording, organising, storing, updating, modifying, retrieving, consulting, using, disseminating or making available in any way, bringing together, combining, archiving, erasing or ultimately destroying. We are talking about you as a (future) customer of our company, as a participant in our events, another data subject or a person at an organisation in contact with us.

#### 1.1 In advance

We advise you to read this document carefully so that you know why and for what purpose we process your personal data. In addition, you will find your rights and how to exercise them. We may update our privacy policy. The most recent version can be found on our website: <https://www.zoutegrandprix.be>

#### 1.2 Who are we?

ZOUTE GRAND PRIX BV operates in Belgium and is located at Sluisstraat 77 in 8300 Knokke-Heist and is the controller of your personal data.

#### 1.3 How to reach us?

If you have any questions about your privacy or want to change your privacy settings or exercise your rights, you can reach us in the following ways:

- Address: Sluisstraat, 77 at 8300 Knokke-Heist
- Email : [info@zoutegrandprix.be](mailto:info@zoutegrandprix.be)

#### 1.4 The managing supervisory authority of ZOUTE GRAND PRIX BV

For ZOUTE GRAND PRIX BV, the Belgian supervisory authority is the leading authority: Drukpersstraat 35, 1000 Brussel +32 (0)2 274 48 00 / [Contact@apd-gba.be](mailto:Contact@apd-gba.be)

## 2. Your right on privacy

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You have many rights when processing your personal data. When ZOUTE GRAND PRIX BV requests your consent, you can withdraw it at any time.

### **2.1 You may access your personal data**

You have the right to access the personal data we process about you, the purpose of the processing, where we obtained the data from and who receives the data. You may also learn in this case how long we keep the data and whether we intend to send the data to a country outside the European Union. We will provide you with the requested information in writing or electronically within a reasonable period of time.

### **2.2 You can have your data corrected/completed**

It may happen that the data we process about you is not or is no longer correct. You can always ask to have the incorrect data corrected or supplemented with the missing data.

### **2.3 Right to erasure**

If you think that we are processing personal data unlawfully, you can ask to have this personal data erased. This request for the erasure of personal data may be refused by ZOUTE GRAND PRIX BV when justified. Examples include the exercise or substantiation of a legal claim or because of a legal obligation to keep certain data.

#### **2.3.1 Right to limit personal data**

You can ask us to restrict the processing of your personal data if you suspect that the data is inaccurate, the processing is unlawful or if you do not agree that we process the data under our legitimate interest (see article 3.3). We will comply with this objection unless there are compelling reasons not to do so e.g. to prevent fraud, default payments.

#### **2.3.2 Right to object**

You have the right to object to the processing of your personal data. The processing will then be stopped, unless the processing is necessary for compliance with social and tax legislation, to protect the interests of a third party or for the establishment, exercise or substantiation of legal claims.

### **2.6 Right to transferability of data**

You may ask us to request that the personal data you have given to us be transferred to a third party.

## **2.7 Right to file a complaint**

If you do not agree with our position, you can turn to the Belgian Data Protection Authority. You can also lodge a complaint there. The contact details can be found in section 1.4 above.

## **2.8 identification of the applicant**

You may exercise your rights to the processing of your personal data subject to a written request

- by letter to the address Sluisstraat, 77 at 8300 Knokke-Heist
- by e-mail at the e-mail address [info@zoutegrandprix.be](mailto:info@zoutegrandprix.be)

Always be as specific as possible when you want your rights to be exercised. This will allow us to exercise your request correctly. To prevent someone else from exercising your rights, we want to verify your identity as much as possible. Hence, the application should always be accompanied by a document proving that the identity of the applicant matches your identity. This can be done by attaching a copy of your identity card to the application. However, please blacken out your passport photo and identity card number (etc.) to protect your privacy. If we consider that the delivered document does not provide sufficient evidence, we will inform you. We reserve the right not to accept the application until satisfactory proof is delivered.

## **3. Why do we want to process your personal data?**

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### **3.1 ZOUTE GRAND PRIX BV must comply with legal obligations**

We are legally obliged to process your personal data in some cases. Here we list the most important ones:

- tax and commercial law
- verify your identity during our events.
- the possibility exists that we are forced to provide personal data to authorities or other third parties. For example, if this is necessary in connection with a legal obligation or for the performance of a task of public interest.

### **3.2 ZOUTE GRAND PRIX BV must be able to perform its contract with you**

Event organisers require specific checks on the validity of registered vehicles and drivers. In addition, we are obliged to process personal data to guarantee the quality of the rallies. Without these specific contractual obligations, ZOUTE GRAND PRIX BV is unable to organise the events. In this regard, we also refer to the General Conditions and Regulations of ZOUTE GRAND PRIX BV.



### **3.3 ZOUTE GRAND PRIX BV has your permission to communicate with you**

As commercial company, we have a number of legitimate interests that form the basis for processing personal data. In doing so, we take care that there is a good balance between your right to privacy and the legitimate interests of ZOUTE GRAND PRIX BV. Should you still have objections to the processing operations under this basic ground, you can object to these processing operations.

ZOUTE GRAND PRIX BV has obtained your consent to communicate with you via our electronic newsletters. You have given this consent by ticking the appropriate box on our website. However, if you no longer wish to receive our commercial communications, you can withdraw your consent at any time.

### **3.4 ZOUTE GRAND PRIX BV must be able to function as a business**

As a commercial company, we have a number of legitimate interests that form the basis for processing personal data. In doing so, we take care that there is a good balance between your right to privacy and the legitimate interests of ZOUTE GRAND PRIX BV. Should you still have objections to processing under this basic ground, you can lodge an objection to these processing operations.

A smooth organisation of the press accreditations falls under our legitimate business interest. This includes sending invitations to the journalists (both electronically and by post), maintaining telephone contacts, access control at the press conference and the various events.

### **3.5 ZOUTE GRAND PRIX BV does not sell your personal data**

We do not sell, rent or transfer your personal data to third parties for their own use.

## **4. What personal data do we process from you and why?**

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We process your personal data that you are happy to share with us, including through your questions you ask via our contact form on the website, your subscription to our newsletter, handing over your business card, events, contacts with our representatives at other times.

### **4.1. From our pilots**

To identify you, we process the following data: surname, first name, address, sex, date of birth, nationality, telephone number, mobile phone number, language, e-mail address, bank account number.

To be able to carry out the necessary checks on whether the vehicle and/or the (co)-pilot are allowed to participate in the events, to monitor the quality of the rally : Federation Rally Pass, Rally Pass Number, Car Federation Identification Sheet, Car Number Identification Sheet, Car Chassis Number, Car Number Plate.

To contact you, we use phone number, GSM number, language, e-mail address.

### **4.2. From the invitees of our partners and sponsors**

To identify and communicate with you, we process the following data: name, first name, address, mobile phone number, language, e-mail address.

### **4.3. Of the individuals**

Individuals are also able to visit our events. To identify and communicate with you, we process the following data: name, first name, address, mobile phone number, language, e-mail address.

#### **4.4. From journalists**

We are very pleased that the press enjoys reporting on our events. To facilitate the organisation of press accreditations, we process the following information from you as a journalist: address, surname, first name, country, telephone and mobile phone number, e-mail address and date of birth.

#### **4.5. From our business relations**

Our business relations are our customers, sponsors, partners, prospects and suppliers. ZOUTE GRAND PRIX BV processes personal data of data subjects working for companies with which business is conducted. The purpose for this processing is to provide information about our events, our offer and to maintain business relations. To contact and identify you, for our customer and supplier management we process the following data: name, first name, address, telephone number, GSM number, language, e-mail address, position, VAT number and financial data.

### **5. About sharing and storing your personal data**

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#### **5.1. Who may process your personal data**

Only persons who have been authorised by us to do so and only if they need this data to perform their tasks. We use various processors to process personal data. These are our subcontractors who carry out personal data processing on our behalf. ZOUTE GRAND PRIX BV only works with processors who guarantee the same security on a technical and operational level.

#### **5.2. We do not keep your data indefinitely**

ZOUTE GRAND PRIX BV uses your personal data with a clear purpose in mind. When this purpose is achieved, the data are deleted. The starting point for keeping your personal data is the legal retention period. In order to organise events qualitatively, a minimum number of participants is required. To reach the widest possible number of potential candidates, we keep your personal data for 10 years after your last participation. We initially keep the personal data of our business relations for 10 years. Should there have been a contact between the contacts of our customers, suppliers, prospects and ZOUTE GRAND PRIX BV during this period, a new 10-year period starts from this contact.

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16 May 2023