



GENERAL CONDITIONS  
ZOUTE GRAND PRIX®

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## 1. TERMS AND CONDITIONS OF SALE

### Article 1. General

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 Natiënlaan 125, 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.rallydededurbuy.be](http://www.rallydededurbuy.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

**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.** ZOUTE GRAND PRIX bv can never be held liable for direct or indirect damage ensuing from the use of or inability to use the website or this platform, the information, products or services, based on a contract, illegal act, risk liability or otherwise, even if ZOUTE GRAND PRIX bv is notified of the possibility of such damage.



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### Article 3. Your obligations

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- 3.1.** When you place an order you are deemed to be liable for the order, even if it must be drawn up in the name of and sent to a third party.
- 3.2.** You must be over 18 years of age and legally competent to be able to buy tickets.
- 3.3.** You confirm that the personal data provided by you on the ID form on the website when you order e-tickets or products is correct and complete. ZOUTE GRAND PRIX bv reserves the right to reject or cancel the order if fraud is suspected.
- 3.4.** You are solely responsible for any mistakes you make while ordering, such as entering an incorrect email address, entering an incorrect quantity or misunderstanding the characteristics of the services provided. You are also responsible for the use and security of the email program you use. The risk of loss of products sent digitally is transferred to you when your provider receives the delivery email. After delivery you are responsible for the e-ticket sent to you.

### Article 4. Sale Of Tickets

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- 4.1.** Unless stated otherwise on the website, the prices stated comprise all costs connected with the purchase, delivery and use of the Products.
- 4.2.** When purchasing products on the website, you must follow the steps described, such as indicating the desired products and the desired quantity, following the payment process and entering any personal data that is needed. Each step in the sales process is explained on the website. You have the opportunity to check your order and make any changes before proceeding to payment.
- 4.3.** The e-tickets are deemed to have been ordered when the registration form has been sent and payment has been made. E-tickets are only sent to the email address stated in the order form. There are no other dispatch options.

Your order will be cancelled by ZOUTE GRAND PRIX bv if your e-tickets are not paid for in cash. VAT and any other taxes (which are included in the advertised price) are always payable by you.

The e-tickets cannot be refunded, even in the event of loss or theft, returned or exchanged. If ZOUTE GRAND PRIX bv accepts a cancellation, you hereby accept the costs that will be charged for this. There is an option to order tickets through the website for collection at the ticket office on the day of the event.

- 4.4.** If you have not received the tickets four working days before the event in question (or, if you place your order within four working days of the event, 1 working day before the event in question), you should contact ZOUTE GRAND PRIX bv at [info@zoutegrandprix.be](mailto:info@zoutegrandprix.be). You will no longer be able to gain entry to the event using the original tickets.

Delays in the processing of an order cannot give rise to compensation, refund or a penalty charge.



**4.5.** The e-ticket should be printed on white paper and presented at the entrance to the applicable event on the date stated. You will be allowed into the event provided you hand in your ticket. You may also use the QR code sent to you to gain entry to the event.

If you print your e-ticket, everything must be legible without ambiguity. In all other circumstances, you may be refused entry to the event. Each barcode or QR code corresponds to a single ticket. The e-ticket will be scanned at the event cash desk. The e-ticket can only be used once on the date stated. If the same barcode or QR code is scanned again, it will be rejected and the holder will not be allowed to enter. Attempted misuse, counterfeiting or fraud may lead to criminal proceedings.

ZOUTE GRAND PRIX bv guarantees that the e-ticket is genuine, provided it is purchased at [www.zoutegrandprix.be](http://www.zoutegrandprix.be). You should not accept any offers from third parties or other websites.

**4.6.** You do not have any right to a cooling-off period with regard to the purchase of tickets at ZOUTE GRAND PRIX bv. The e-ticket will not be refunded or exchanged.

#### Article 5. Payment

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The products may only be paid for by means of online payment methods that are made available on the website. You must bear the charges imposed by your financial institution for processing payments to ZOUTE GRAND PRIX bv. All purchases are payable in cash.

ZOUTE GRAND PRIX BV reserves the right to reject or cancel orders if there are indications of fraud.

#### Article 6. Liability Of ZOUTE GRAND PRIX bv

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**6.1.** ZOUTE GRAND PRIX bv guarantees that the products give a right to the services stated on the website. Presentations on the website of previous editions of the event are no guarantee that future editions will occur in the same way.

The liability of ZOUTE GRAND PRIX bv is in any case limited to the value of the purchased products. ZOUTE GRAND PRIX bv can never be held liable for other losses (such as travel expenses or overnight costs).

**6.2.** In the event of unforeseen or other circumstances beyond ZOUTE GRAND PRIX BV's reasonable control (e.g. weather conditions), it may be necessary or appropriate to give the event a different interpretation than originally foreseen. In that case ZOUTE GRAND PRIX BV strives to offer an alternative of the highest possible quality. However, such circumstances do not entitle the customer, or the persons for whom the event was registered, to any refund.



If unforeseen or other circumstances beyond ZOUTE GRAND PRIX BV's reasonable control make the organisation of an event impossible or substantially more onerous, or if there is or remains a realistic chance that the event will not be able to take place due to government measures, ZOUTE GRAND PRIX BV may also postpone or cancel the event. If the event is adjourned to a later date, ZOUTE GRAND PRIX BV will communicate the new date via the website of the event.

If an event to which you subscribed or for which you purchased tickets is adjourned or cancelled, you acquire the right to participate in the event on the new date or, in the event of cancellation, the edition of the event the following calendar year. Your registration and ticket(s) then apply to the event on that new date or the edition of the following calendar year. If you, or a person for whom you registered, cannot participate in the event on the new date or the edition of the following calendar year, the registration and ticket(s) of the person(s) prevented will apply to the first subsequent edition of the event. Should you, or a person for whom you registered, also be unable to take part in this edition of the event, a refund may be obtained for the tickets that could not be used. The request for a refund must be submitted to ZOUTE GRAND PRIX BV within three months of the latter edition.

Any announcement about any change to the programme will be made through the website. ZOUTE GRAND PRIX bv is not obliged to announce this through any other communication channels.

#### Article 7. Sale Of ZGP Apparel

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Any River Woods-branded clothing offered for sale on the website is offered by BVBA IDEA MOVERS, Noorwegenstraat 17, 9940 Evergem. The applicable terms and conditions can be read here:

<http://shop.riverwoods.net/customer-service/>

<http://shop.riverwoods.net/payment/>

<http://shop.riverwoods.net/delivery/>

<http://shop.riverwoods.net/faq/>

[http://shop.riverwoods.net/user\\_policy/](http://shop.riverwoods.net/user_policy/)

#### Article 8. Offer Of Hotels And Accommodation

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ZOUTE GRAND PRIX provides links on its website to external websites that offer accommodation and hotels. ZOUTE GRAND PRIX is in no way responsible for the information on these websites and cannot be deemed to be an enterprise providing accommodation. All information found on these external websites is beyond the responsibility of ZOUTE GRAND PRIX.



## Article 9. Privacy

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Personal data is collected through the website to ensure the proper performance of the contract of sale. Personal data may also be kept to ensure the proper provision of the service of ZOUTE GRAND PRIX bv and/or demonstrate the proper performance of the contract. It may be used by ZOUTE GRAND PRIX bv and its branches and be shared with third parties (including media group, organiser, promoter and venue) that are contractually bound to ZOUTE GRAND PRIX bv for marketing purposes.

Pursuant to the law of 8 December 1992 protecting privacy in the processing of personal data as well as the royal decree of 18 February 2001 implementing the law of 8 December 1992 protecting privacy in the processing of personal data, you are entitled to access your personal data and to withdraw your permission for the use of your personal data for marketing purposes by sending a written signed request by email to [info@zoutegrandprix.be](mailto:info@zoutegrandprix.be) or by post to the registered office of ZOUTE GRAND PRIX bv, subject to proof of your identity.

Pursuant to the law of 11 March 2003 concerning certain legal aspects of the services of the information society as well as the royal decree of 4 April 2003 regulating the sending of advertising by email, by means of a written request you are also entitled to withdraw your permission for the sending of advertising by email.

## Article 10. Other Stipulations

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**10.1.** If any of the clauses of these general terms of use are declared null and void, the parties undertake to replace the clause declared null and void with a clause that best conveys the original intentions of both parties.

**10.2.** Your relationship with ZOUTE GRAND PRIX bv is governed exclusively by Belgian law. In the event of a dispute, the courts of the legal district of Bruges have exclusive jurisdiction. Parties accept electronic means of communication (such as email, fax and text messaging) as proof in their mutual relations.



## 2. GENERAL TERMS AND CONDITIONS OF TRAVEL

### **General terms and conditions of travel and package travel contracts**

#### Article 1: Scope of application

These general terms and conditions of travel apply to package travel contracts that are booked as of 1 July 2018 and are governed by the Law on the sale of package travel, linked travel arrangements and travel services of 21 November 2017.

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

**2.1** The organiser as well as the retailer shall provide to the traveller, before the latter is bound by a package travel contract, the legally prescribed standard information, as well as, in so far as this applies to the package:

1° the main characteristics of the travel services:

- a) the travel destination(s), itinerary and periods of stay, with the dates and the number of nights;
- b) the means, characteristics and categories of transport, the points, dates and times of departure and return, the duration and places of intermediate stops and transport connections; where the exact time is not yet determined, it is communicated approximately
- c) the location, main features and the category of the accommodation under the rules of the country of destination;
- d) the meal plan;
- e) the visits, excursions or other services included in the total price agreed for the package;
- f) if it is not otherwise clear, whether any of the travel services will be provided to the traveller as part of a group;
- g) the language in which other tourist services as applicable are carried out;
- h) whether the trip is generally suitable for persons with reduced mobility;

2° the total price for the package, and where applicable, indication of the type of additional costs that the traveller may still have to bear;

3° the payment terms;

4° the minimum number of persons required for the package to take place and the deadline for any cancellation of the contract if that number is not reached;

5° general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;

6° the mention that the traveller can cancel the contract in return for payment of a cancellation fee;

7° information about the cancellation and/or assistance insurance policies.



**2.2** The professional will ensure that the right standard information form is provided to the traveller.

**2.3** The pre-contractual information provided to the traveller forms an integral part of the package travel contract. It cannot be altered unless by mutual agreement of the parties.

#### Article 3: Information by the traveller

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**3.1** The person who concludes the package travel contract must provide to the organiser and the retailer all useful information about himself and his fellow travellers that may be important for concluding or performing the contract.

**3.2** If the traveller provides incorrect information which leads to extra costs for the organiser and/or retailer, these costs may be charged.

#### Article 4: The package travel contract

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

The traveller shall be entitled to request a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties.

**4.2** The package travel contract or confirmation thereof contains the full content of the agreement, including all of the information as mentioned in article 2 and the following information:

1° the special requirements of the traveller which the organiser has accepted;

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

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

4° the name, address, telephone number, e-mail address of the local representative of the organiser or of another service for the case that the traveller is in difficulty or wishes to complain about the possible lack of conformity;

5° the traveller's obligation to communicate the lack of conformity during the trip;

6° information on the basis of which direct contact can be made with an unaccompanied minor or with the person who is responsible for him at his place of residence ;

7° information about the internal complaint handling procedure;

8° information about the Disputes Committee for the Travel Industry and the platform of the E.U. for online dispute resolution;

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



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

1° the necessary receipts

2° the vouchers and tickets

3° information on the scheduled times of departure and, where applicable, on the deadline for check-in, the scheduled times for intermediate stops, travel connections and arrival.

#### Article 5: The price

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**5.1** After the conclusion of the package travel contract, the prices may be increased only if the contract expressly reserves that possibility. In that event, it is indicated in the package travel contract how the price revision is calculated.

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

1° the price of the carriage of passengers resulting from the increased cost of fuel or other power sources, or

2° the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or

3° the exchange rates relevant to the package.

If a price increase is provided for, the traveller is entitled to a price reduction in the event of a decrease of the above-listed costs.

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

**5.3** A price increase shall be possible only if the organiser notifies the traveller thereof at the latest twenty days before the start of the package on a durable medium, such as e.g. an e-mail, a paper document or a pdf, with a justification for that increase and a calculation.

**5.4** In the event of a price decrease, the organiser shall have the right to deduct administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser shall provide proof of those expenses.

#### Article 6: Payment of the cost of the trip

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**6.1** Unless otherwise agreed, at the conclusion of the package travel contract the traveller pays as an advance a part of the total cost of the trip such as established in the special conditions.

**6.2** Unless otherwise agreed in the package travel contract, the traveller pays the balance of the price at the latest 1 month before the departure date.

**6.3** If the traveller, after he was first formally notified of being in default, fails to pay the advance or the cost of the trip which is demanded of him, the organiser and/or retailer shall be entitled to terminate the contract with the traveller ipso jure, with the costs to be borne by the traveller.



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

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**7.1** In view of the specific admission conditions for participation in the rallies (driver, co-driver and car), the traveller accepts that the holiday package is non-transferable.

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#### Article 8: Other changes by the traveller

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If the traveller asks for some other change, the organiser and/or the retailer who can fulfil it may charge all costs that are caused as a result.

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#### Article 9: Change by the organiser before the departure

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**9.1** The organiser cannot unilaterally alter the provisions of the package travel contract, with the exception of price changes prior to the start of the package, unless:  
the organiser reserved this right in the contract, and  
it involves an insignificant change, and  
the organiser notifies the traveller thereof via a durable medium, such as e.g. an e-mail, a paper document or a pdf.

**9.2** If, before the start of the trip, the organiser is constrained to significantly alter one of the main characteristics of the travel services or cannot fulfil the confirmed special requirements of the traveller, or proposes to increase the price of the package by more than 8%, the organiser must inform the traveller thereof and make him aware:

- 1° of the proposed changes and their impact on the price of the package;
- 2° of the possibility of cancelling the contract without costs, unless he accepts the proposed changes;
- 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 change within the indicated period, the contract is automatically terminated and
- 5° where appropriate, of the proposed substitute package and its price.

**9.3** If the changes to the package travel contract or the substitute package have as a consequence that the quality or the costs of the package decrease, the traveller is entitled to an appropriate price reduction.

**9.4** If the package travel contract is cancelled on the basis of article 9.2 and the traveller does not accept a substitute package, the organiser shall pay back to the traveller all amounts paid at the latest fourteen days after the contract is cancelled.

**9.5** In view of the specific requirements for the organisation of the rally, the organiser reserves the right to make any changes relating to the rally and any resulting changes without the consent of the traveller.



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## Article 10: Cancellation by the organiser before departure

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**10.1** The organiser can cancel the package travel contract if the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the cancellation of the contract within the period fixed in the contract, but not later than:

- a) twenty days before the start of the package in the case of trips lasting more than six days;
- b) seven days before the start of the package in the case of trips lasting between two and six days;
- c) 48 hours before the start of the package in the case of trips lasting less than two days,

In these cases, the organiser shall refund to the traveller all amounts that he received for the package, without owing any additional compensation for damages.

**10.2** If unforeseen or other circumstances beyond ZOUTE GRAND PRIX BV's reasonable control make the organisation of the package holiday or part of it impossible or substantially more onerous, or if there is or remains a realistic chance that the event will not be able to take place due to government measures, ZOUTE GRAND PRIX BV may also cancel or terminate the package holiday. In that case, ZOUTE GRAND PRIX BV shall be entitled to give the traveller or the person who booked the package holiday a credit note equal to the amount paid for the package holiday instead of a refund. This voucher will represent the full value of the amount already received by the tour operator and will be valid for a period of two years. No costs will be charged for the delivery of this voucher. The traveller or person who booked the package holiday will not be able to refuse the voucher. However, if the voucher could not be used within a period of one year after it was issued, the traveller may, at his request, obtain reimbursement of all amounts paid for the cancelled package holiday, without the tour operator being liable to pay any additional compensation.

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## Article 11: Cancellation by the traveller

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**11.1** The traveller may cancel the package travel contract at any time before the start of the package. In the event of cancellation, the traveller may be obliged to pay a cancellation fee to the organiser.

In the package travel contract standardised cancellation fees can be set on the basis of the time of the cancellation before the start of the package and the expected cost savings and income from alternative deployment of the travel services.

If no standardised cancellation fees are set, the amount of the cancellation fee corresponds to the price of the package minus the cost savings and income from alternative deployment of the travel services.

**11.2** However, if unavoidable and extraordinary circumstances arise at the place of destination that have significant consequences for the performance of the package or which significantly affect the passenger transport of the travellers to the place of destination, the traveller shall have the right to cancel the package travel contract without paying any 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 any payments made for the package, but shall not be entitled to additional compensation for damages.

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

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

**\*DURBUY GT TOUR® :**

- If you cancel your participation before 31.12.2020, 75% of the amount will be refunded.
- If you cancel your participation before 31.01.2021, 50% of the amount will be refunded.
- If you cancel your participation before 28.02.2021, 25% of the amount will be refunded.
- If you cancel your participation after 28.02.2021, no refund will be possible.

**\*RALLYE DE DURBUY® :**

- If you cancel your participation before 31.12.2020, 75% of the amount will be refunded.
- If you cancel your participation before 31.01.2021, 50% of the amount will be refunded.
- If you cancel your participation before 28.02.2021, 25% of the amount will be refunded.
- If you cancel your participation after 28.02.2021, no refund will be possible.

**\*ZOUTE GRAND PRIX**

If you cancel your participation before 31.05.2021, 75% of the amount will be refunded.

If you cancel your participation before 31.06.2021, 50% of the amount will be refunded.

If you cancel your participation before 31.07.2021, 25% of the amount will be refunded.

If you cancel your registration after 31.07.2021, no refund will be possible.

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

Also in case of exclusion of the participant or of his assistance vehicle for reasons provided in the regulations, the traveller is not entitled to recovery of his contribution.

## Article 12: Lack of conformity during the trip

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**12.1** The traveller shall notify the organiser without delay of any lack of conformity that he identifies during the performance of a travel service included in the package travel contract.

**12.2** If any of the travel services are not performed in accordance with the package travel contract, the organiser shall remedy this lack of conformity, unless that:

1° is impossible, or

2° entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

If the organiser does not remedy the lack of conformity, the traveller is entitled to a price reduction or compensation for damages in accordance with article 15.



**12.3** If the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, the latter may do so himself and request reimbursement of the necessary expenses. It shall not be necessary for the traveller to specify a time-limit if the organiser refuses to remedy the lack of conformity, or if an immediate solution is required.

**12.4** Where a significant proportion of the travel services cannot be provided, the organiser shall offer, at no extra cost to the traveller, alternative arrangements of, where possible, equivalent or higher quality.

Where the other proposed arrangements result in a package of lower quality, the organiser shall grant to 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 the price reduction granted is inadequate.

**12.5** Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the latter may cancel the package travel contract without paying a cancellation fee and, where appropriate, request a price reduction and/or compensation for damages. If the package includes the transport of passengers, the organiser shall also provide repatriation of the traveller.

If it is impossible to make other arrangements or the traveller rejects the proposed arrangements, the traveller is, where appropriate, entitled to price reduction and/or compensation for damages even without cancelling the package travel contract.

**12.6** As long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation, for a period not exceeding three nights per traveller.

**12.7** The limitation of costs referred to in 12.6 shall not apply to persons with reduced mobility, to any person accompanying them, to pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least 48 hours before the start of the package.

**12.8** The organiser may not invoke unavoidable and extraordinary circumstances to limit the liability if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

#### Article 13: Liability of the traveller

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The traveller is liable for the damage that the organiser and/or retailer, their employees and/or representatives suffer through his fault, or if he has not fulfilled his contractual obligations.



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#### Article 14: Liability of the organiser and the professional

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

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#### Article 15: Price reduction and compensation for damages

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

**15.2** The traveller shall be entitled to receive appropriate compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.

**15.3** The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is attributable to:

1° the traveller;

2° a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable, or

3° unavoidable and extraordinary circumstances.

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#### Article 16: Assistance obligation

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

providing useful information on health services, local authorities and consular assistance;

assisting the traveller to make distance communications and helping the traveller to find other travel arrangements.

**16.2** The organiser shall be able to charge a fee for this assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not in any event exceed the actual costs borne by the organiser.



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#### Article 17: Complaint procedure

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**17.1** If the traveller has a complaint prior to departure, he must communicate this as quickly as possible, with substantiating evidence, to the organiser or the retailer.

**17.2** Complaints during the execution of the package travel contract must be communicated by the traveller to the organiser or retailer as soon as possible on site, in an appropriate manner and with substantiating evidence, so that a solution can be sought.

**17.3** If a complaint was not satisfactorily resolved on site or it was not possible for the traveller to formulate a complaint on site, then he must, after the end of the travel contract, without undue delay submit a complaint to the organiser or the retailer accompanied by substantiating evidence.

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#### Article 18: Conciliation proceeding

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**18.1** In the event of a dispute, the parties must first try to arrive at an amicable settlement between them.

**18.2** If this attempt at amicable settlement fails, then any of the parties involved can ask the vzw Geschillencommissie Reizen [non-profit association Disputes Committee for the Travel Industry] to initiate a conciliation proceeding. All of the parties must consent to this.

**18.3** For this the secretariat will provide to the parties a set of conciliation rules and a “conciliation contract”.

**18.4** In accordance with the procedure described in the rules, an impartial conciliator will then contact the parties in order to seek an equitable conciliation between the parties.

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

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#### Article 19: Arbitration or court

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**19.1** If no conciliation proceeding is initiated (or if it fails), the claimant can if desired start an arbitration proceeding before the Disputes Committee for the Travel Industry or commence a proceeding before the court.

**19.2** The traveller can never be obliged to accept the jurisdiction of the Disputes Committee for the Travel Industry, neither as claimant nor as respondent.

**19.3** The organiser or retailer who is the respondent can only refuse the arbitration if the amount claimed by the claimant is more than 1,250 euros. For this he has a period of 10 calendar days after receipt of the registered letter or e-mail with proof of receipt in which it is indicated that a file with a claim as of 1,251 euros was opened at the Disputes Committee for the Travel Industry.



**19.4** This arbitration proceeding is governed by arbitration rules, and can only be initiated after the submission of a complaint to the company itself and as soon as it is established that the dispute could not be amicably resolved or as soon as 4 months have passed after the (anticipated) end of the trip (or possibly as of the action that gave rise to the dispute). Disputes relating to physical injuries can only be settled by the courts.

**19.5** The arbitration board with equal representation pronounces its decision, in accordance with the arbitration rules, in a binding and definitive manner on the travel dispute. No appeal against this decision is possible.

Secretary of the Disputes Committee for the Travel Industry:

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Telephone: [02 277 62 15](tel:022776215) or [02 277 61 80](tel:022776180) (9 a.m. to 12 noon) ;

Fax: [02 277 91 00](tel:022779100)

City Atrium, Vooruitgangstraat 50, 1210 Brussels

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

Standard information form for package travel contracts

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The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. ZOUTE GRAND PRIX bv will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, ZOUTE GRAND PRIX BV has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

Key rights under Directive (EU) 2015/2302

- ❖ Travellers will receive all essential information about the package before concluding the package travel contract.
- ❖ There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- ❖ Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- ❖ Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- ❖ The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.



- ❖ Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- ❖ Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- ❖ Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- ❖ If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- ❖ Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- ❖ The organiser has to provide assistance if the traveller is in difficulty
- ❖ If the organizer or retailer becomes insolvent, the amounts paid will be refunded. If the insolvency of the organizer or, where applicable, the retailer occurs after the start of the package and the transport is included in the trip or holiday, repatriation of the traveller is ensured. ZOUTE GRAND PRIX has provided insolvency protection with AMLIN INSURANCE SE. When services are not provided due to the insolvency of ZOUTE GRAND PRIX, travellers may contact this entity or, as the case may be, 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 Act of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services

[http://www.ejustice.just.fgov.be/cgi\\_loi/change\\_lg.pl?language=nl&la=N&cn=2017112104&table\\_na me=wet](http://www.ejustice.just.fgov.be/cgi_loi/change_lg.pl?language=nl&la=N&cn=2017112104&table_na me=wet)



### 3. INFORMATION ON WEBSITE USE

#### Article 1. General

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 Natiënlaan 125, 8300 Knokke-Heist, enterprise registration number 0822.347.489).

These general terms of use 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 the website.

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

#### Article 2. The website

**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 or its sponsors.

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.** ZOUTE GRAND PRIX bv can never be held liable for direct or indirect damage ensuing from the use of or inability to use the website or this platform, the information, products or services, based on a contract, illegal act, risk liability or otherwise, even if ZOUTE GRAND PRIX bv is notified of the possibility of such damage.



## 4. PRIVACY POLICY

### Article 1. Your Privacy is important

Your privacy is important to us. We want to process your personal data in an honest, appropriate and transparent way in full compliance with the law. In this privacy policy we explain what personal data we process and how. Among other things, processing data means collecting, recording, arranging, keeping, updating, changing, retrieving, consulting, using, distributing or in any way providing access to, compiling, combining, archiving, erasing or destroying data. You are our customer or prospective customer, a participant in our events, a stakeholder in another capacity or a person at an organisation that is in contact with us.

#### 1.1 Preamble

We advise you to read this document carefully as it explains why we process your personal data. It also explains your rights and how you can exercise them. We may change this privacy policy. The most recent version is published on our website at [www.zoutegrandprix.be](http://www.zoutegrandprix.be)

#### 1.2. Who we are

ZOUTE GRAND PRIX bv, with registered address at Natiënlaan 125, 8300 Knokke-Heist and active in Belgium, is the controller of your personal data.

#### 1.3. How you can contact us

If you have any questions about your privacy, if you wish to change your privacy settings or if you wish to exercise your rights, you can contact us as follows:

- By post at Natiënlaan 125, 8300 Knokke-Heist;
- By email at [info@zoutegrandprix.be](mailto:info@zoutegrandprix.be).

#### 1.4. ZOUTE GRAND PRIX privacy regulator

The Data Protection Authority is the privacy regulator for ZOUTE GRAND PRIX: Drukpersstraat 35, 1000 Brussels +32 (0)2 274 48 00 / [Contact@apd-gba.be](mailto:Contact@apd-gba.be)



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## Article 2. Your Right To Privacy

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You have many rights with regard to the processing of your personal data. And you can withdraw any consent you have given at any time.

### **2.1. You have a right to access your personal data**

You have a right to access your personal data held by us and you have the right to know why we are processing your data, how we got your data and who we share your data with. You also have a right to know how long we keep your data and whether we intend to transfer the data we hold on you to a country that is not a member state of the European Union. We will provide you with the requested information by post or email within a reasonable term.

### **4.2. You can demand that your data is rectified or completed**

The data we hold on you may be out of date or simply incorrect. You have the right to ask for this data to be updated or rectified or for additional data to be added.

### **2.3. Right to erasure**

If you think that we do not have any legal grounds for processing your personal data, you have the right to ask for it to be erased. Zoute Events may reject your request for a legitimate reason, such as the need to hold your personal data to exercise or substantiate a legal claim or a legal obligation to retain certain data.

### **2.4. Right to restriction of processing**

You can ask us to restrict the processing of your personal data if you suspect that the data is incorrect, processing is unlawful or you do not agree that we have a legitimate reason for processing your data (see article 3.3). We will comply with this request unless there are urgent reasons not to do so, such as preventing fraud or default.

### **2.5. Right to object**

You have the right to object to the processing of your personal data. We will no longer process your data unless processing is needed to comply with social and tax laws, to protect the interests of third parties or to institute, exercise or substantiate a legal claim.

### **2.6. Right to data portability**

You may ask us to transmit the personal data you have given us to a third party.



## 2.7. Right to file a complaint

If you do not agree with our position, you can file a complaint with the Data Protection Authority in Belgium. The contact details are stated in article 1.4.

## 2.8. Verification of your identity

You can exercise your rights with regard to the processing of your personal data by means of a written request:

- By post to Natiënlaan 125, 8300 Knokke-Heist;
- By email to [info@zoutegrandprix.be](mailto:info@zoutegrandprix.be)

Always provide as much information as possible in such a request, so that we are able to process it correctly. We need to verify your identity to ensure that no one else exercises your rights. With that in mind, along with your request you should always provide a document proving your identity. A copy of your ID card will suffice. You should black out your photograph and your ID card number to protect your privacy. We will notify you if you do not provide adequate proof of your identity. In this case, we reserve the right to reject your request.

## Article 3. Why we need to process your personal data

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### 3.1. ZOUTE GRAND PRIX must fulfil its legal obligations

In some cases, we have a legal obligation to process your personal data. These are our most important obligations:

Tax and commercial law

Verifying your identity during our events

We may have to share your personal data with authorities or other third parties, if required on the basis of a legal obligation or in connection with the performance of a task of public interest.

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

Event organisation demands specific checks of the validity of the registered vehicles and drivers. We also have an obligation to process personal data in order to ensure the quality of the rallies. ZOUTE GRAND PRIX would not be able to organise the events without these specific contractual obligations. For more context, we refer you to the General Terms and Conditions and the Internal Regulations of ZOUTE GRAND PRIX.



### **3.3. You consent to ZOUTE GRAND PRIX communicating with you**

We have a number of legitimate interests in processing your personal data. In doing so, we endeavour to find the right balance between your right to privacy and the legitimate interests of ZOUTE GRAND PRIX. You can object to this processing at any time. You consent to ZOUTE GRAND PRIX communicating to you by means of our electronic newsletters. You gave this consent by checking the relevant box on our website. 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 business, we have a number of legitimate interests in processing your personal data. In doing so, we endeavour to find the right balance between your right to privacy and the legitimate interests of ZOUTE GRAND PRIX. You can object to this processing at any time. Ensuring the press accreditation process runs smoothly is a legitimate interest of ZOUTE GRAND PRIX. The same goes for sending invitations to journalists (by email and by post), maintaining phone contacts and controlling access to 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 share your data to/with third parties for their own use.

## **Article 4. What personal data of yours we process and why**

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We process the personal data you share with us when asking questions using our online contact form, when signing up to our newsletter, when giving us your business card, when participating in events and when contacting our representatives at other times.

### **4.1. Drivers**

We process the following data to be able to identify you: first name, surname, address, gender, date of birth, nationality, landline phone number, mobile phone number, language, email address, bank account number. We process the following data to be able to conduct the appropriate checks of whether the vehicle and/or the driver or co-driver is permitted to participate in the events and to protect the quality of the rally: rally pass federation, rally pass number, car federation identification card, car number identification card, car chassis number, car number plate. We need your landline phone number, mobile phone number, language and email address to contact you.

### **4.2. Guests of our partners and sponsors**

We process the following data to be able to identify and communicate with you: title, first name, surname, mobile phone number, language, email address.

### **4.3 Individuals**

Individuals may also visit our events. We process the following data to be able to identify and communicate with you: title, first name, surname, mobile phone number, language, email address.



#### **4.4. Journalists**

We are very happy that the press wishes to report on our events. We process the following information of journalists to ensure the press accreditation process runs smoothly: title, first name, surname, country, landline phone number, mobile phone number, email address and date of birth.

#### **4.5. Business contacts**

Our business contacts are clients, sponsors, partners, prospects and suppliers. ZOUTE GRAND PRIX processes the personal data of people working for organisations we do business with. The goal of this processing is to provide information about our events, products and services and to maintain business relations. We process the following data to contact and identify you within the framework of client and supplier management: first name, surname, address, landline phone number, mobile phone number, language, email address, position, VAT number and financial data.

### Article 5. Sharing and keeping your personal data

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

Only persons who need to process your data to perform their tasks have our permission to do so. We use various processors to process your personal data on our instructions. ZOUTE GRAND PRIX works exclusively with processors that are able to prove they work to the same technical and operational security standards as we do.

#### **5.2. We do not keep your personal data forever**

ZOUTE GRAND PRIX BV processes your personal data with a clear goal in mind. The data is erased as soon as this goal has been achieved. Business-relevant records must be kept for a certain term under the law. We take this term as the starting point when determining how long we keep your personal data. A minimum number of participants is required to safeguard the quality of our events. To ensure we are able to reach the widest possible selection of potential participants, we keep your personal data for up to 10 years after your most recent participation. We keep the personal data of our business contacts for at least 10 years. This term begins afresh every time there is contact between ZOUTE GRAND PRIX BV and the contact person at a client, supplier or prospect.

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3 December 2020