

## RALLY REGISTER

Version Updated on 5 May 2025

AMAURY SPORT ORGANISATION (hereinafter "A.S.O.") has developed the Platform called RALLY REGISTER (hereinafter "Rally Register" or "the Platform") to provide Rally Organizers with a secure Platform in which they can offer Users of the Platform the opportunity to register the individuals and vehicles they have previously referenced in their own repositories.

Users will be able to access the Platform by creating an account and, after they have created their repositories, Users will be able to select the Rallies(s) in which they wish to register individuals and vehicles, Payers and Co-managers, if applicable.

### Object

The purpose of these General Terms and Conditions of Use (hereinafter referred to as "the T&Cs") is to define the terms and conditions applicable to the use of the Platform by its Users.

By using the Platform, you acknowledge that you have read, understood and accepted these General Terms and Conditions of Use (hereinafter "T&Cs").

A.S.O. may modify and update the T&Cs at any time, in particular to consider changes to the Platform, the services offered and the applicable regulations.

Any changes we make will apply immediately upon notice, by any means, including, but not limited to, by posting a revised version of these Terms of Use on the Platform. You can find out the date of revision of these T&Cs by referring to the "Last updated" mention at the top of these T&Cs.

The English version of the General Terms and Conditions of Use governs Your use of the Platform and constitutes the contract between the User and A.S.O. In the event of a conflict with a translated version, the French version shall prevail.

## 1. Legal Notice

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## 2. Definitions

The following words are defined as follows:

**Platform:** refers to the RALLY REGISTER platform.

**Data:** means any information relating to the User, provided by the User directly on the Platform.

**Personal Data:** means any information that directly or indirectly identifies a User within the meaning of Law No. 78-17 of 6 January 1978 as amended by the Law of 20 June 2018 and by the Ordinance of 12 December 2018, relating to information technology, files and freedoms as well as within the meaning of Regulation (EU) 679/2016, General Data Protection Regulation, (hereinafter "GDPR").

**Data processing:** Operations carried out on the Data: collection, storage, deletion, etc.

**Rally:** A Rally consists of either a single route, which must be followed by all participating vehicles, or several routes ending at the same assembly point fixed in advance and followed or not by a common route. The course(s) may include one or more special stages, determining the overall classification of the Rally.

**Independent Controller:** the legal entity that determines the purposes and means of the processing of the Data of the Users of the Platform for its own purposes. A.S.O is an independent controller when it develops the Platform and makes it available to the Organizers as well as when it processes the data of

participants in the Rallies organized by A.S.O. The other Organizers of the Rallies offered by the Platform are Independent Controllers as they are responsible for processing the data entered by the Managers as part of the registrations for the Rallies organized by them.

**User:** refers to the Administrator or the Payer.

### 3. Intellectual property

A.S.O. is the exclusive owner or beneficiary of all intellectual property rights on the Platform, relating to all content (content/form) published: logo, graphic charter and site map, texts, section titles, pages, scripts, icons, pictograms, photographs, videos, data, statistics and any other editorial content.

The User is prohibited from reproducing and/or using the trademarks, logos and domain names appearing on the Platform.

No element of the Platform (texts, articles, photos, drawings, images, videos, data, statistics, etc.) may be copied, reproduced, modified, republished, uploaded, distorted, transmitted or distributed in any way whatsoever, in any form or medium whatsoever, in whole or in part, without the prior written authorization of A.S.O., with the exception of strict use for the needs of the press and subject to respect for intellectual property rights and any other property rights referred to.

Any total or partial representation of the Platform by any means whatsoever, without the express authorization of A.S.O. is prohibited and would constitute an infringement that could incur the civil and criminal liability of its author.

A.S.O. therefore reserves the right to pursue any act of infringement of its intellectual property rights.

Only copying for private use is permitted for personal, private and non-commercial use.

Any reproduction of content is therefore, as a matter of principle, strictly forbidden without the express consent of its author.

However, a partial reproduction (right of quotation) may be tolerated on the condition that the following statement is added in a clear and visible manner on each of the pages reproducing content: "This content is reproduced from "[specify the title and address of the source of the reproduced content" [RALLY REGISTER PLATFORM], likely to have been updated since (on [add date])" of accessibility to the Platform.

### 4. PERSONAL DATA

By using the Platform, the User is required to provide us with certain data, some of which allow him to be identified directly or indirectly and are therefore Personal Data (hereinafter "the Data").

A.S.O processes the Personal Data of the Users of the Platform in full compliance with the Applicable Regulations, in particular with Law No. 78-17 of 6 January 1978 relating to information technology, files and freedoms as amended by Law No. 2018-493 of 20 June 2018, Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of such data (hereinafter "GDPR"), and

repealing Directive 95/46/EC, as well as any other applicable Regulations on the protection of Personal Data and cybersecurity.

A.S.O. and the Users of the Platform acknowledge that the information to which they have access is confidential.

The User uses the Platform under his or her responsibility. The User must protect the confidentiality of his account, in particular by keeping his usernames and passwords secret as well as any data entered by him in the Platform and for which he has received a mandate when he fills in Data from Third Parties or provided by Third Parties.

The User shall immediately notify A.S.O. in writing of any unauthorized, fraudulent use, or any other breach of security of his/her account upon becoming aware of it.

A.S.O. and the User undertake to:

- Not to disclose to Third Parties, for a fee or free of charge and in any form whatsoever, the Data processed in the Platform.
- Not to use the Data directly or indirectly, on their behalf or on behalf of a Third Party, for purposes other than those provided for in the T&Cs.
- Limit the circulation of Data to only those people whose activity justifies such disclosure.
- To assume responsibility for any disclosure of the Data by them.
- Use strong passwords that comply with the recommendations of the French and/or European authorities or organizations (CNIL, ANSSI, ENISA) in terms of cybersecurity or data protection.

For more information on the processing of Your Data, we invite you to carefully read the Platform's Privacy Policy, accessible [here](#).

## 5. USER CODE OF CONDUCT

Access to the Platform, hosted in "Software as a Service" (SaaS) mode, requires the User to have Internet access and computer equipment. All costs incurred by the User to access the Platform remain at the User's expense.

To access the Platform, the User undertakes to use only secure hardware and software, with the help of a computer security suite, and free of viruses, defects, anomalies, bugs and any malfunction likely to lead to an interruption, malfunction or a reduction in the security of the Platform.

In the context of the use of the Platform, the User agrees not to carry out the following operations, nor to allow anyone else to do so, directly or indirectly, under penalty of prosecution and criminal sanctions:

- 1 Provide non-public or personal information or information about another person without the express consent of that person.
- 2 Restrict or inhibit the use of the Platform by any other User, including but not limited to "hacking" and tampering with any part of the Platform.
- 3 Access or attempt to access parts of the Platform for which A.S.O. has not granted you authorization, circumvent or attempt to circumvent any security or password protection feature on the Platform, access the Platform in any way other than through the interface provided and authorized by A.S.O.

- 4 Modify any software intended for the Platform in any way or form, or use modified versions of the software, including (without limitation) for the purposes of obtaining unauthorized access to the Platform.
- 5 Use the Platform for any unlawful purpose.
- 6 Affirm or imply that A.S.O. endorses your statements, without our prior written consent.
- 7 Impersonate any person or entity, real or fictitious, including an employee or representative of A. S.O.,
- 8 Transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, pornographic, hateful, vulgar or objectionable, or that infringes A.S.O.'s intellectual property rights or our other rights or those of any third party; (b) material, non-public information about companies without permission; (c) trade secrets of any third party or (d) unsolicited advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communications (unless explicitly authorized by A.S.O.);
- 9 Use the Platform to harm minors in any way.
- 10 Engage in spamming or phishing activities.
- 11 Transmit any software or other content that contains a virus, worm, Trojan horse, defect, time bomb or other component of a destructive nature.
- 12 Modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any part of the Platform.
- 13 Remove any copyright, trademark, or other proprietary rights notices from the Platform.
- 14 "Stalking" or harassing others.
- 15 Link to any page or content on the Platform without written permission.
- 16 Use any robot, digital agent, delayed messaging program, web scraping, web crawling, site search, or any other manual or automatic device or process to retrieve, index, data mining, or in any way reproduce or circumvent the navigational structure or presentation of the Site or its content without the prior written consent of A.S.O.
- 17 Notwithstanding the foregoing, A.S.O. grants the operators of public search engines permission to use robots to copy content from the Site, ONLY TO THE EXTENT NECESSARY TO CREATE PUBLICLY AVAILABLE SEARCH INDICES OF SUCH CONTENT AND FOR THAT PURPOSE ONLY but not caches or archives of such content. A.S.O. reserves the right to revoke these exceptions either generally or in specific cases.
- 18 Collect or gather information about visitors to or members of the Site without their express consent.

19 Take any action that imposes or may impose an unreasonable or disproportionately large amount of data, information or requests on our infrastructure (or that of Authorized Third Parties) (as determined in A.S.O.'s sole discretion).

20 Share the use of your login data or any access code with any third party.

The actions indicated above constitute a serious breach of these T&Cs.

The User is reminded that under Article 323-3 of the French Criminal Code, any reproduction or dissemination of personal data fraudulently obtained by a third-party site or by a search engine with the aim of enriching its own database, or processing the data on its own behalf, will be considered an offence punishable by a 5-year prison sentence and a fine of €150,000.

In the event of use of the Platform that does not comply with these Terms of Use or any other policy, rule or directive applicable to the Platform, A.S.O. reserves the right to refuse, block or delete accounts and access to the Site.

## 6. RESPONSIBILITY

To the fullest extent permitted by law, You expressly acknowledge and agree that neither A.S.O. nor its affiliates, shareholders, licensors, suppliers, advertisers or sponsors, nor their respective directors, officers, employees, advisors, agents or other representatives, shall be and shall not be liable or liable to You or any third party for any consequential damages (including, without limitation, damages relating to loss of business, loss of data or loss of profit), which arise in any way from the Platform.

Without limiting the foregoing, to the fullest extent permitted by law, You expressly acknowledge and agree that A.S.O. assumes no liability of any kind for:

- The use by a third party of Your usernames and passwords.
- Any failure by another User of the Platform to comply with the code of conduct and more generally with the T&Cs.
- Any interruption or interruption of transmissions to or from the Platform due to a problem with the User's Internet connection.
- Errors, inaccuracies or omissions in the information, or damage or losses, of any kind, arising from the use of any information provided in the Platform.

The User acknowledges that A.S.O. cannot guarantee uninterrupted or continuous access to the service during the duration of the Rally and that under no circumstances can A.S.O. be held liable, in particular in the event of:

- Force majeure ;
- Malfunction or interruption of the Internet network in the country where the rally is taking place degrading the Platform.
- Fault attributable to the User of the Platform caused by misuse of the services.
- Non-compliance with the T&Cs by the User.
- Unlawful disclosure or use of login credentials by the User.
- Provision of incorrect information, or failure to update the Data.

The implementation by the User of any technical process, such as robots or automatic requests, the implementation of which contravenes the T&Cs is also considered to be serious misconduct.

A.S.O. reserves the right to interrupt, temporarily suspend or modify access to all or part of the Platform without notice, to ensure its maintenance, or for any other reason. A.S.O. cannot therefore be held liable for any damage, whatever its nature, resulting from the unavailability of the Platform.

The User acknowledges that he/she has been informed and accepts the fact that A.S.O. cannot, under any title or in any form whatsoever, be held liable for the creation, deletion, failure to deliver or store the Users' digital data or personalized installations, placed under the sole and entire responsibility of the latter.

The Platform is provided based on an "as is" service and accessible according to its availability.

A.S.O. does not provide any express or implicit guarantee, including, but not limited to, warranties relating to the quality and compatibility of the Platform for a specific purpose, and the non-violation of the rules of use of the Platform by Users.

The speed of information flow is specific to each network; the liability of A.S.O. can in no way be sought in this regard.

A.S.O. cannot give any guarantee of reliability about all the information provided and other data presented on the Platform, whether provided by it, its partners and/or any third party.

## 7. GOVERNING LAW

These General Terms and Conditions of Use are subject to French law.

Any dispute that may arise from the Platform of these General Terms and Conditions of Use and that cannot be previously resolved by means of an amicable settlement shall be submitted to the courts within the jurisdiction of the Nanterre Court of Appeal.

## 8. CONTACT

For any request relating to these T&Cs, We invite You to send a letter to:

DATA PROTECTION OFFICER AMAURY SPORT ORGANISATION

A.S.O.

Bâtiment Quai Ouest,

40 – 42 Quai du Point du Jour,

92100 Boulogne-Billancourt

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Or to the e-mail address [dpo@aso.fr](mailto:dpo@aso.fr)