

General Terms and Conditions of Sale

MARATHON DES SABLES Package

Article 1. Definitions

The terms below, which are understood as singular or plural depending on the context in which they are used, will have the meanings given below:

ATLANTIDE ORGANISATION INTERNATIONALE (AOI): Registered association specialising in sports club activities, Business sector code (APE): 9312Z, the registered office of which is at 1 Boulevard Charles Baltet, 10 000 TROYES, France. Identifier of French non-profit (RNA): W103002211, SIREN: 332 723 279, SIRET: 33272327900060, EU VAT No FR79332723279.

ATLANTIDE ORGANISATION INTERNATIONALE
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Contracts: The Contract comprises these General Terms and Conditions of Sale, the Race Rules, the Timings sent to Participants, any conditions for inclusion on the waiting list for the current year and any conditions of refund.

Race: Staged sporting event, open to walkers and runners; called "MARATHON DES SABLES".

Entry Package: All the Services offered by ATLANTIDE ORGANISATION INTERNATIONALE to Participants as part of their participation in the Race.

Services: Services offered by ATLANTIDE ORGANISATION INTERNATIONALE included in the Entry Package.

Participant: Individual whose final registration for the Race has been confirmed.

Race Rules: Document entitled *Race Rules* which determines and regulates the conditions for participation in the Race, in particular physical and medical conditions.

Website: Institutional website available at the following address: <https://www.marathondessables.com/en> and the registration Website available at the following address: <https://inscription.marathondessables.com/en>

Timings: Information sent to Participants by ATLANTIDE ORGANISATION INTERNATIONALE relating to various topics, including the material conditions of the Services.

Article 2. Scope of application

Every year, ATLANTIDE ORGANISATION INTERNATIONALE organises a new version of the "MARATHON DES SABLES" race, which takes place in March and April, mainly in the Moroccan Southern Sahara, in the form of an ultra-marathon with food self-sufficiency.

The purpose of these General Terms and Conditions of Sale is to define the conditions under which the "MARATHON DES SABLES" Entry Package is marketed by ATLANTIDE ORGANISATION INTERNATIONALE for participation in the Race.

This Contract comprises these General Terms and Conditions of Sale, the Race Rules, the Timings sent up to the time of departure, the conditions for inclusion on the waiting list for the current year and the conditions of refund.

These General Terms and Conditions of Sale are available on the Website at any time and will take precedence, where applicable, over any other version and any other conflicting document.

Purchase of the Entry Package constitutes acceptance of the terms of this Contract (including the Race Rules) which the Participant states they have read and acknowledges they have accepted.

Article 3. Services

As part of the Race and through the Website, ATLANTIDE ORGANISATION INTERNATIONALE offers a set of Services for sale in the form of a Package.

The Services included in this Entry Package are: transport, accommodation, supply of a Race kit, catering, supply of water and assistance to Participants during the Race in accordance with the terms below, the details of which are given to Participants in the Timings.

It is not possible to register for the Race other than by purchasing the Entry Package. The Services included therein cannot be offered separately.

The details of the Services are specified in the Race Rules which may be viewed on the institutional Website and on the registration Website and in the Timings which are regularly sent by email to the Participant.

1. Transport

Transport as part of the Entry Package is generally by plane (subject to the options selected by the Participant) and by bus.

Transport times and methods will be confirmed to the Participant in the Timings.

Timetables, vehicles, schedules and travel times are subject to change, in which case the Participant will be informed.

ATLANTIDE ORGANISATION INTERNATIONALE and its partners cannot be held liable and cannot guarantee the return of any personal belongings or luggage left on board the various transport vehicles, or in any other location.

2. Accommodation

Two nights half-board in a hotel are provided at the end of the Race.
The arrangements will be confirmed to the Participant in the Timings.

A bivouac is provided each day at each Race site. Participants benefit from a set-up camp: numbered tents generally for 8 persons, and allocated as far as possible by country of residence.

3. Catering

Catering methods (outside the Race period) are specified in the Race Rules and in the Timings sent to Participants.

Food self-sufficiency is required during the Race. Consequently, Participants must anticipate their food needs from the start to the end of the Race in accordance with the Race Rules. Any external assistance and/or provision of supplies during the event is penalised.

ATLANTIDE ORGANISATION INTERNATIONALE ensures the supply of water for the entire duration of the Race in accordance with the Race Rules.

4. Race Kit

ATLANTIDE ORGANISATION INTERNATIONALE provides Participants with a Race Kit. This Kit includes:

- A road book;
- Salt tablets;
- Identification marks (2 numbered bibs, 1 check-in card, 3 CHRONOTAG identifiers);
- Toilet bags;
- 1 light stick provided before the night of the long-distance stage

A distress beacon is also given to Participants and must be returned at the end of the Race. Otherwise, a penalty of €100 will be charged.

5. Assistance and supervision

During the Race, ATLANTIDE ORGANISATION INTERNATIONALE provides medical, air and ground assistance, as well as technical supervision of the organisation.

During the Race, any external assistance is strictly prohibited.

A medical team, selected by ATLANTIDE ORGANISATION INTERNATIONALE and specialising in climate-appropriate sports medicine, will be present during the Race. It will be present along the route in assistance vehicles, accompanied by a race marshal, at checkpoints and at the finish line. Medical teams are authorised to remove bibs (in the case where Participants must or wish to drop out), bring any injured Participants back to bivouac points, and eliminate any Participant unable to continue the Race and/or in need of life-saving medical care.

Searches may be conducted by ground and/or air assistance teams in the event that a Participant goes off route. Any search under conditions deemed unreasonable will be liable to a penalty of two hundred (200) euros, which will be charged to the Participant.

Article 4. Unused services/modifications

Any Services not used by the Participant (transport, accommodation, catering, etc.) will not be refunded/compensated.

Services modified by Participants are subject to the terms and conditions of the service providers and suppliers which may be requested by Participants directly.

Additional or replacement Services resulting in additional cost must be paid directly to local service providers and suppliers and ATLANTIDE ORGANISATION INTERNATIONALE may not, under any circumstances, be held liable in any way. Any part of the Services that has not been used will not be refunded.

Article 5. Service Availability

It is expressly agreed that some Services or activities may be modified or discontinued, in particular for climatic/health/technical reasons. ATLANTIDE ORGANISATION INTERNATIONALE will make every effort to replace any cancelled Services with an equivalent Service.

All these risks form an integral part of the Contract in view of the nature of the Race and the Participant represents that it has been informed thereof. ATLANTIDE ORGANISATION INTERNATIONALE shall not be held liable and no compensation or refunds shall be payable unless the Services are substantially modified.

Article 6. Conditions of registration for the Race

The Entry Package must be purchased online on the Registration Website. When purchasing the Entry Package, the Participant will be required to register for the Race and must fill out an administrative and medical file and join the clean sport programme. Non-receipt of this information before the registration end date will result in penalties in accordance with the Race Rules.

1. Administrative file

The Administrative File includes:

- The identity and contact details of the Participant, in accordance with the requirements of the Race Rules;
- A photocopy of the Participant's passport (issue date and valid for at least 3 months after entering the country in which the Race is held);
- Photo ID;
- Regarding long-term treatment of a chronic illness, please send a letter for the attention of the Medical Director, by post to AOI - BP 20098 -10002 TROYES Cedex - FRANCE or by email to inscription@marathondessables.com;

- The name of the team and the names of the team members for Participants who choose to complete the Race in team;
- Hotel details;
- Media form.

2. Medical file

The Medical File includes:

- The medical certificate of the organisation, which must be downloaded from the Registration Website (available about a month before the race);
- An at-rest electrocardiogram and pattern thereof, dated less than 30 days before the start of the Race.

Only original documents, dated and signed, will be accepted (photocopies are not valid).

The organisation's medical certificate and the at-rest electrocardiogram and pattern thereof must be signed and dated less than 30 days before the start of the Race. In the event of breach of this obligation, the Participant will not be able to start the Race, but will nevertheless be allowed to participate after being examined, subject to consent from the organisation's physicians. Each of these documents may be produced on the bivouac, subject to a fixed fine of two hundred (200) euros to be paid on site in cash. The Race Rules also stipulate that a penalty of one hour will be applied per missing document.

3. Clean sport programme

A programme to protect the health of Participants and promote clean sport has been set up by ATLANTIDE ORGANISATION INTERNATIONALE and is detailed in the Race Rules.

This programme, called The QUARTZ Event Program, is neither intended nor able to replace the existing national and international anti-doping regulations in force, but aims to strengthen medical supervision before, during and after the Race.

The programme is managed by an Experts Commission that gives an advisory opinion to the Race management on the medical condition of Participants. This Experts Commission can go as far as to suggest to the Race management that a Participant should be excluded from competition for health reasons ("no start"), or not ranked after the competition for failure to comply with procedures.

Each Participant undertakes to report the following information to the Experts Commission:

- Any medical history and/or pathology, especially those that may increase risk during competition
 - The use of regular treatments or medications or dietary supplements at least over the 30 days before the start of the Race
- Any request for or use of a medicinal product subject to a Therapeutic Use Exemption (TUE)

The declaration of medical information to the Experts is done through the QUARTZ free health space for which each participant has access from the website: <https://quartzprogram.org>.

Any medical information provided is only available to the Experts Commission, the QUARTZ Programme team members as well as to the medical team during an event care during the competition.

Any unreasonable failure, refusal, or transmission of erroneous information in connection with the QUARTZ Event Program may result in the Participant being excluded from the competition before the Race or not being ranked after the Race.

4. Minors

Subject to the prior consent of ATLANTIDE ORGANISATION INTERNATIONALE, as well as the signed authorisation of parents, guardians or official bodies having custody or responsibility, minors aged 16 years and over may participate in the Race. They must meet the same requirements mentioned in this Contract.

Due to the specific nature of the Race (food self-sufficiency, Race Rules), it is specified that no accompanying person will be accepted on the event.

Article 7. Prices

The price of the Entry Package differs depending on the category selected by the Participant:

- **"Category A"** corresponds to Participants wishing to complete the Race individually. The price of the Category A Entry Package is three thousand three hundred and ninety (3,390) euros (French Resident Rate with return air fare from Paris included) or three thousand one hundred and ninety (3,190) euros (air fare non included);
- **"Category B"** corresponds to Participants wishing to complete the event in teams of at least 3 Participants. The price of the Category B Entry Package is three thousand four hundred and ninety (3,490) euros per person (French Resident Rate with return air fare from Paris included) or three thousand two hundred and ninety (3,290) euros (air fare not included).

The costs of the Category B Entry Package include the same Services as in category A as well as the inclusion of the team in the media pack, the official ranking of the team and the official individual ranking of each team member.

Entries are nominative. No registered Participant may be replaced by another person.

Prices do not include lunch or any beverages during dinner on the last two days at the end of the stay, or the costs of accommodation or food in case of abandonment of the Race by the Participant (excluding medical evacuation) before the last stage of the Race.

Article 8. How to purchase the Entry Package

1. Purchase and payment terms

The Entry Package is purchased online on the Registration Website.

The Participant must create an account to purchase the Entry Package.

Creating an account requires an email address and the creation of a password for which the Participant is responsible.

In case of loss of password, the Participant can create another one by following the process on the Registration Website.

The Participant is responsible for purchasing the Entry Package, as follows :

1. Complete the necessary forms to create an online account and register for the Race (personal information, participation category and methods and means of payment). In case of prolonged inactivity during log-in, any information entered prior to such inactivity is not necessarily saved. The Participant is then asked to restart the form.
2. Verify the registration information, including the choice of payment method and, where applicable, identify and correct any errors.
3. Confirm the registration by ticking the box: "Before registering for the MARATHON DES SABLES organized by AOI, I declare that I have read the Race Rules and the General Terms and Conditions of Sale and have unreservedly accepted all the terms thereof by ticking the box. " and the Total Price by clicking the "Pay" tab in the payment line (or the first instalment payable in the case of payment of the Entry Package in several instalments), which will form the Contract. Confirmation implies acceptance of the entire Contract and constitutes proof of Contract.
4. Follow the instructions of the online payment server to make payment or use the other payment methods.
5. The Participant shall immediately receive an electronic acknowledgement of receipt comprising essential information about the purchase of the Entry Package, which shall constitute confirmation of the purchase (the "Registration Confirmation").

Prior to the confirmation and payment stage of the registration, the Participant will have the opportunity to return to the previous pages, and to correct and modify any information previously provided. After this stage, for any change request, the Participant must send an email to ATLANTIDE ORGANISATION INTERNATIONALE.

Registration will only be regarded as final following final receipt of the price, the communication of all necessary information and documents by the Participant and final confirmation of the registration by ATLANTIDE ORGANISATION INTERNATIONALE after the documents and information sent by the Participant have been checked.

The Participant is informed that they can track the progress of the confirmation procedure of the registration by ATLANTIDE ORGANISATION INTERNATIONALE on the Registration Website.

The price shall be payable in cash or in accordance with the schedule set out below by secure payment method in the following ways:

- by credit card: Visa, MasterCard, E-Cards, Maestro.

Payment data is exchanged in encrypted mode using the SystemPay protocol (Caisse d'Epargne).

- by bank transfer within 8 business days of registration (ATLANTIDE ORGANISATION INTERNATIONALE's bank details are on the registration confirmation page of the Registration

- Website).
- by cheque (for residents in France only)

The Entry Package is payable exclusively in Euros.

All payments must be made to ATLANTIDE ORGANISATION INTERNATIONALE. In the case of bank transfer, all bank charges shall be borne by the payer.

The payment of a deposit may be requested depending on the number of places available at the date of purchase of the Entry Package.

Payments made by the Participant will only be regarded as final following actual receipt by ATLANTIDE ORGANISATION INTERNATIONALE of the sums due.

Late payment will result in the immediate collectability of all sums due and a penalty of 150 euros by the Participant, without prejudice to any other action that ATLANTIDE ORGANISATION INTERNATIONALE shall be entitled to bring, in this respect, against the Participant.

In addition, ATLANTIDE ORGANISATION INTERNATIONALE reserves the right, in the event of non-compliance with the payment terms, to suspend or cancel the registration.

2. Payment schedule

The following payment schedules are proposed to Participants depending on the registration date:

UP TO 15 APRIL 2021:

- Payment of a deposit of at least €500 of the registration amount by credit card or bank transfer, cheques only accepted for Participants residing in France
- General Information about the Participant to be completed online
- The Participant's online administrative file must be complete by 15 January 2022. Failure to receive this information will result in penalties

IF ANY SPACES ARE STILL AVAILABLE UP TO 31 AUGUST 2021:

- Payment of a deposit of at least €1,100 of the registration amount by credit card or bank transfer, cheques only accepted for Participants residing in France
- General Information about the Participant to be completed online
- The Participant's online administrative file must be complete by 15 January 2022. Failure to receive this information will result in penalties

IF ANY SPACES ARE STILL AVAILABLE UP TO 31 OCTOBER 2021:

- Payment of a deposit of at least €1,800 of the registration amount by credit card or bank transfer, cheques only accepted for Participants residing in France
- General Information about the Participant to be completed online
- The Participant's online administrative file must be complete by 15 January 2022. Failure to receive this information will result in penalties

IF ANY SPACES ARE STILL AVAILABLE UP TO 31 DECEMBER 2021:

- Payment of a deposit of at least €2,600 of the registration amount by credit card or bank transfer, cheques only accepted for Participants residing in France
- The balance must be paid by 15 January 2022.

- General information about the Participant and online administrative file completed. Failure to receive this information will result in penalties

3. Validity of registration

ATLANTIDE ORGANISATION INTERNATIONALE reserves the right to refuse the registration of a Participant, in particular in the event of a previous dispute (for non-payment, late payment, partial payment, rejection of the means of payment or opposition to payment by the bank holding the account) or if the Participant does not share the sporting values inherent in this type of event. It will then inform the Participant accordingly.

4. Waiting List

Since the total number of Participants is limited, ATLANTIDE ORGANISATION INTERNATIONALE will select applications in order of registration and according to the number of places available.

If the number of places is reached, ATLANTIDE ORGANISATION INTERNATIONALE will set up a waiting list.

Any Participant on the waiting list has two options:

1. If a place becomes available for the Race for which the Participant has registered, their participation will be confirmed, subject to compliance with the conditions of final registration
2. If no place becomes available for the current Race, registration will be deferred and the Participant will be given priority for the next Race in accordance with the terms and conditions of the next Race. The Participant will then be informed and will be able to confirm their wish to be added to the waiting list. If the Participant does not wish to participate in the next Race, the Participant may cancel their registration within a maximum of 3 months after being added to the waiting list. In this case ATLANTIDE ORGANISATION INTERNATIONALE will retain 10% of the total price of the Entry Package.

To be added to the waiting list, the Participant must:

- Create an account on the Online Registration Website
- Confirm and make the first payment: payment by credit card or bank transfer within 8 days of their registration.

No further payment will be claimed while the Participant is on the waiting list.

Article 9. Amendment and cancellation of registration

Requests to cancel registration and for a refund must be sent to ATLANTIDE ORGANISATION INTERNATIONALE by registered letter with acknowledgment of receipt in order to avoid any dispute.

Any scales for reimbursement are communicated by ATLANTIDE ORGANISATION INTERNATIONALE.

If a deposit or the total amount of the registration has been paid by the Participant, the reimbursement scales for the 2022 Race are as follows:

- 500 euros will be withheld in case of withdrawal up to 30 April 2021.
- 25% of the total price of the Entry Package will be retained in the event of withdrawal between 01 May 2021 and 30 September 2021.

- 40% of the total price of the Entry Package will be retained in the event of withdrawal between 01 October 2021 and 30 November 2021.
- 60% of the total price of the Entry Package will be retained in the event of withdrawal between 01 December 2021 and 15 January 2022.

No request for a refund will be accepted after midnight on 15 January 2022.

It is specified that the Participant does not have the right to withdraw.

Article 10. Insurance

An insurance policy covering the risks of repatriation on health grounds is included in the Entry Package.

The cover is as follows:

| TABLEAU DE GARANTIES | |
|---|--|
| GARANTIES D'ASSISTANCE | PLAFOND |
| - Rapatriement ou transport sanitaire (A) | (A) Frais réels |
| - Frais de recherche et de secours (B) (En cas d'indisponibilité justifiée des moyens de secours de l'Organisateur du Marathon, prise en charge de moyens de secours supplémentaires mis en place par ce dernier) | (B) 5 000 € TTC |
| - Frais médicaux engagés lors du Marathon des Sables (C) ✓ Soins dentaires (C1) | (C) 15 000 € TTC par personne (C1) 230 € TTC par personne |
| - Envoi de prothèses (D) | (D) Frais d'envoi |
| - Visite d'un proche (E) | (E) Titre de transport Aller/Retour *+ Frais d'hôtel 35 € TTC par nuit / Max 10 nuits |
| - Rapatriement de corps : ✓ Rapatriement du corps (F1) ✓ Frais funéraires nécessaires au transport (F2) | (F1) Frais réels (F2) Frais réels |
| - Formalités décès (G) | (G) Titre de transport Aller / Retour * |

* en train 1^{ère} classe ou avion de ligne classe économique

Pursuant to Law No 84-610 of 16 July 1984 on the organisation and promotion of physical and sporting activities, ATLANTIDE ORGANISATION INTERNATIONALE advises Participants to take out individual accident and death insurance.

Cancellation insurance can be purchased from our partner ASSURINCO. The time frame for taking out insurance is 14 days from confirmation of the purchase of the Entry Package (sent by email as soon as payment of the 1st deposit is confirmed).

Article 11. Responsibility

1. Liability of ATLANTIDE ORGANISATION INTERNATIONALE

ALTANTIDE ORGANISATION Internationale shall be automatically liable towards the Participant for the proper performance of obligations resulting from the Contract, whether those obligations are to be performed by it or by other service providers, without prejudice to its right to take action against them.

However, ALTANTIDE ORGANISATION INTERNATIONALE may be partly or fully relieved from liability if it can provide proof that the damage is attributable either to the Participant or to a third party extraneous to the provision of the Services stipulated in the Contract, or to exceptional and unavoidable circumstances (situations beyond the control of the party invoking it, the consequences of which could not have been avoided even if the party had been able to take all reasonable measures, and which prevents either the Participant or ATLANTIDE ORGANISATION INTERNATIONALE or its service providers from performing all or some of the obligations stipulated in the Contract. Examples: Insurgency, attacks, riots and any prohibition issued by governmental or public authorities, climatic conditions such as cyclone, earthquake, tsunami, tornado, cloud, sandstorm, geographic, health such as epidemics, pandemics, government and/or administrative health measures in the country where ATLANTIDE ORGANISATION INTERNATIONALE has its registered office or in the country where the Race is held), in accordance with Article L.211-16 of the French Tourism Code.

In the event that its liability is automatically invoked as a result of its service providers in accordance with the aforementioned article, the limits of compensation under international conventions in accordance with Article L. 211-17 IV of the Tourism Code will apply; failing this, and except in case of personal injury, intentional damage or damage caused by negligence, damages will be limited by the Contract to three times the total price of the Entry Package.

Pursuant to Article L.211-17 VI of the aforementioned Code, claims for the liability of ATLANTIDE ORGANISATION INTERNATIONALE have a statutory limitation period of two years.

ALTANTIDE ORGANISATION INTERNATIONALE cannot be held liable for any non-conformity of Services purchased by the Participant, which are not included in the Entry Package.

2. Liability of Participants

The Participant agrees to comply with international regulations. Competitors shall automatically be held liable in case of failure to comply with these.

ALTANTIDE ORGANISATION INTERNATIONALE reserves the right to discontinue the Service in progress in the event of damage (equipment supplied, bivouac, stages, route) or infringement committed by the Participant (doping), or if the Participant's conduct endangers the safety of others (driver, assistance team, other Participants).

ALTANTIDE ORGANISATION INTERNATIONALE reserves the right to claim compensation in the event of damage committed by one of the Participants.

Article 12. Personal data

As part of the services offered and implemented by ATLANTIDE ORGANISATION INTERNATIONALE for the benefit of Participants, ATLANTIDE ORGANISATION INTERNATIONALE is required to collect and process personal data relating to Participants.

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, otherwise known as the General Data Protection Regulation (hereafter GDPR), the purpose of this section on the processing of Personal Data is to inform Participants about the purposes and legal bases of the processing of Personal Data implemented by ATLANTIDE ORGANISATION INTERNATIONALE in its capacity as data controller, to identify the recipients of the personal data concerned, and to specify the retention periods thereof.

This section on Personal Data is also intended to inform Participants of the rights they have with regard to their personal data, as well as to explain the means of exercising them.

1. Purposes and legal bases

The personal and nominative information of Participants, collected by ATLANTIDE ORGANISATION INTERNATIONALE, is the subject of computerised processing, the purposes of which are contractual management, the execution of the guarantee, the commercial relationship, the exercise of remedies and the management of complaints and disputes, the exercise of the duty to inform and provide advice taking into account the needs expressed by the Participant and compliance with obligations on anti-money laundering and counter terrorist financing.

In accordance with Article 6 of the GDPR, these processing operations are therefore, where applicable, necessary for the performance of the Contract between ATLANTIDE ORGANISATION INTERNATIONALE and Participants, necessary for compliance with the legal obligations to which ATLANTIDE ORGANISATION INTERNATIONALE is subject, and necessary for the legitimate interests of ATLANTIDE ORGANISATION INTERNATIONALE.

2. Addressees

Personal Data is intended for ATLANTIDE ORGANISATION INTERNATIONALE as the data controller, for the management representative and/or the reinsurer where applicable, as well as for the authorised judicial and public authorities, and more generally for the partners and contact persons of ATLANTIDE ORGANISATION INTERNATIONALE who need to know the data concerned for the purposes of implementing the Contract signed between the Participant and ATLANTIDE ORGANISATION INTERNATIONALE.

Managed information is not sold or provided to third parties for commercial purposes.

3. Retention period

Personal Data relating to Participants are kept for the duration of the processing purposes and then archived in accordance with the Regulations in force.

4. Rights of the Participant

Pursuant to Law No 78-17 of 6 January 1978 known as the "French Data Protection Act" and European Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data known as the "GDPR", Participants have a right to access and correct their information for which ATLANTIDE ORGANISATION INTERNATIONALE is the data controller, as well as a right to oppose, restrict and remove their personal data, within the limits and in accordance with the conditions defined by the French Data Protection Act and the GDPR. In cases defined by the French Data Protection Act and the GDPR, Participants also have a right to the portability of their personal data.

5. Exercise of rights

To exercise these rights or for any questions about the processing of their data, Participants may contact ATLANTIDE ORGANISATION INTERNATIONALE directly via the contact details at the start of this document. Participants may also complain to the French Data Protection Authority (www.cnil.fr/3 place de Fontenoy - TSA 80715 – 75334 Paris Cedex 07).

Participants are reminded of their right to register on the list of opposition to telephone solicitation, on the following website: <http://www.bloctel.gouv.fr/>.

Article 13. Miscellaneous provisions

1. Evidence

Pursuant to the provisions of Article 1316-2 of the French Civil Code, it is expressly agreed that, unless there is a manifest error by ATLANTIDE ORGANISATION INTERNATIONALE, the data stored in the information system of ATLANTIDE ORGANISATION INTERNATIONALE and/or of its partners and/or service providers, including in the electronic messaging tools used, have evidentiary value with regard to orders placed and the performance of the parties' obligations. Data stored on computer or electronic media constitute evidence, and if produced as evidence by ATLANTIDE ORGANISATION INTERNATIONALE in any litigation or other proceedings, will be admissible, valid and enforceable between the parties in the same manner, under the same conditions and with the same evidentiary value as any document prepared, received or stored in writing.

2. Intellectual Property

ATLANTIDE ORGANISATION INTERNATIONALE and/or CIMBALY are the owners of all intellectual property rights (such as, in particular, copyright, neighbouring rights, trademark rights, database producers' rights) to the structure and all content (such as, in particular, images, sound, videos, photographs, logos, trademarks, graphic elements, tools, software, documents and any other data) of the Website.

Any reproduction, representation, publication, transmission, use or modification, in whole or in part, of the Website and/or of one or more item of content, made without the written authorisation of ATLANTIDE ORGANISATION INTERNATIONALE or CIMBALY is unlawful. The perpetrator shall be held liable for such unlawful acts, which may result in legal action being taken against them, including for infringement.

The trademarks "MARATHON DES SABLES" and "MDS" and the trademarks of its partners on the Website are registered trademarks. Any reproduction of those trademarks and/or logos, in whole or in part, without the written consent of ATLANTIDE ORGANISATION INTERNATIONALE or CIMBALY is prohibited. Any unauthorised reproduction of such marks, logos and distinctive signs shall constitute an infringement and shall be liable to criminal penalties. The offender is liable to civil and criminal penalties and in particular to the penalties provided for in Articles L.335-2 and L.343-1 of the French Intellectual Property Code.

Similarly, ATLANTIDE ORGANISATION INTERNATIONALE is the producer of the Website's databases. Consequently, any extraction and/or reuse of the database(s) within the meaning of Articles L 342-1 and L 342-2 of the French Intellectual Property Code is prohibited.

The Participant acknowledges that it has read the technical characteristics of any equipment used to benefit from the services of the Website. All information, content, files, software and hardware offered by ATLANTIDE ORGANISATION INTERNATIONALE are protected by French and international laws on intellectual property and copyright. The Participant declares that they are the owner of all the contact details provided on the Website. They may not use or transmit data or information in breach of the rights of third parties, except with their explicit consent. The Participant is responsible for all content, data, documents and information of any kind offered, used and/or implemented on the Website.

The Participant guarantees that information transferred as part of updates does not infringe the rights of third parties. They also hold ATLANTIDE ORGANISATION INTERNATIONALE harmless from any complaint and claim of any kind, in particular, claims for damages, that a third party may issue in respect of the fraudulent use of any personal data. The Participant is therefore liable for any consequences, including financial consequences, resulting from the fraudulent use of data of any kind transferred to the Website and in particular will compensate ATLANTIDE ORGANISATION INTERNATIONALE for any payment orders and possible defence costs resulting from such legal claims by third parties.

3. Sponsorship

Participants may use individual sponsorships subject to compliance with the wearing of the identification marks reserved by ATLANTIDE ORGANISATION INTERNATIONALE. Individual sponsorships may appear on available areas such as T-shirts (excluding chest areas which are exclusively reserved for bibs), shorts, socks, caps, or backpacks (excluding back areas, which are exclusively reserved for bibs).

ATLANTIDE ORGANISATION INTERNATIONALE reserves the right to prohibit individual sponsorship, particularly when it deems it disproportionate, unethical or in direct competition with ATLANTIDE ORGANISATION INTERNATIONALE's advertising partners, or for other reasons of which it will inform the Participant.

4. Image rights

ATLANTIDE ORGANISATION INTERNATIONALE reserves all exclusive rights to use the images from any Races it organises. Participants hereby consent to ATLANTIDE ORGANISATION INTERNATIONALE having the exclusive right to their individual or collective identities and images in respect of all matters

relating directly or indirectly to their participation in MARATHON DES SABLES, including commercial use.

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Article 14. Application of the General Terms and Conditions of Sale

ATLANTIDE ORGANISATION INTERNATIONALE reserves the right to amend its General Terms and Conditions of Sale at any time.

In the event of amendment, the General Terms and Conditions of Sale applicable shall be those in force on the date of purchase of the Entry Package, a copy of which, dated on this date, may be given to the Participant on request.

The invalidity of a contractual clause shall not result in the invalidity of the General Terms and Conditions of Sale unless it is an impulsive and decisive clause that has led one of the parties to conclude the Contract of Sale.

If ATLANTIDE ORGANISATION INTERNATIONALE fails to avail itself of any of these General Terms and Conditions of Sale, it shall not be construed as a waiver to avail itself of these terms and conditions in the future.

The temporary or permanent failure to enforce one or more clauses of the General Terms and Conditions of Sale by ATLANTIDE ORGANISATION INTERNATIONALE shall also not constitute its waiver of the other clauses of the General Terms and Conditions of Sale, which shall continue to be fully effective.

Article 15. Governing Law - Dispute

1. Governing Law

By express agreement between the parties, these General Terms and Conditions of Sale and the operations resulting therefrom are governed by and subject to French law. These Terms and Conditions of Sale are written in French. In a case involving translation into one or more foreign languages, only the French text would prevail in the event of a dispute.

2. Dispute resolution

In the event of a dispute, the Participant must first contact the customer service department of ATLANTIDE ORGANISATION INTERNATIONALE on + 33 (0)3 25 76 57 77 (non-premium number from a landline in mainland France), Monday to Friday except public holidays or non-working days, from 09:00

to 12:00 and from 14:00 to 17:00 (closed on Friday afternoons) or by email to news@marathondessables.com or by post to PO Box 20098 - 10002 TROYES Cedex - France.

The Participant is informed that they may, in any event, resort to conventional mediation, in particular with the Commission de la médiation de la consommation or with the Médiation du Tourisme et du Voyage (MTV) or to any alternative means of dispute resolution (e.g. conciliation) in the event of a dispute.

The Participant is also informed of the possibility of using the European online dispute resolution platform:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=FR>

All disputes to which purchase and sale transactions concluded pursuant to these General Terms and Conditions of Sale may give rise, concerning their validity, interpretation, performance, termination, consequences and repercussions and which cannot be resolved privately between ATLANTIDE ORGANISATION INTERNATIONALE and the Participant shall fall within the jurisdiction of the French Courts.

Article 16. Pre-contractual information – Customer acceptance

The Participant acknowledges that they have been informed, prior to placing their order and entering into the Contract, in a clear and comprehensible manner, of these General Terms and Conditions of Sale and of all relevant information, and of the following information in particular:

- The main characteristics of the Entry Package sold;
- The prices of the Entry Package and associated costs;
- All information concerning the identity of the organiser and its postal, electronic and telephone contact details;
- The liability of the organiser;
- Possible recourse to conventional mediation in case of dispute;
- Information relating to the right of withdrawal, cancellation procedures and any other important contractual conditions;
- The accepted methods of payment.

Extrait du Code du Tourisme

Article L.211-16 du Code du Tourisme :

« I.-Le professionnel qui vend un forfait touristique mentionné au 1° du I de l'article L. 211-1 est responsable de plein droit de l'exécution des services prévus par ce contrat, que ces services soient exécutés par lui-même ou par d'autres prestataires de services de voyage, sans préjudice de son droit de recours contre ceux-ci.

Le professionnel qui vend un service de voyage mentionné au 2° du I de l'article L. 211-1 est responsable de plein droit de l'exécution du service prévu par ce contrat, sans préjudice de son droit de recours contre le prestataire de service.

Toutefois le professionnel peut s'exonérer de tout ou partie de sa responsabilité en apportant la preuve que le dommage est imputable soit au voyageur, soit à un tiers étranger à la fourniture des services de voyage compris dans le contrat, soit à des circonstances exceptionnelles et inévitables.

Lorsqu'un organisateur ou un détaillant verse des dommages et intérêts, accorde une réduction de prix ou s'acquitte des autres obligations qui lui incombent, il peut demander réparation à tout tiers ayant contribué au fait à l'origine de l'indemnisation, de la réduction de prix ou d'autres obligations.

II.-Le voyageur informe l'organisateur ou le détaillant, dans les meilleurs délais eu égard aux circonstances de l'espèce, de toute non-conformité constatée lors de l'exécution d'un service de voyage inclus dans le contrat.

Le voyageur peut adresser des messages, des demandes ou des plaintes en rapport avec l'exécution du contrat directement au détaillant par l'intermédiaire duquel le voyage ou le séjour a été acheté. Le détaillant transmet ces messages, demandes ou plaintes à l'organisateur dans les meilleurs délais. Aux fins du respect des dates butoirs ou des délais de prescription, la date de réception, par le détaillant, des messages, demandes ou plaintes est réputée être la date de leur réception par l'organisateur.

III.-Si l'un des services de voyage n'est pas exécuté conformément au contrat, l'organisateur ou le détaillant remédie à la non-conformité, sauf si cela est impossible ou entraîne des coûts disproportionnés, compte tenu de l'importance de la non-conformité et de la valeur des services de voyage concernés.

Si l'organisateur ou le détaillant ne remédie pas à la non-conformité, conformément à l'alinéa précédent, le voyageur peut demander une réduction de prix et, en cas de dommage distinct, des dommages et intérêts en application de l'article L. 211-17.

IV.-Sans préjudice des exceptions énoncées au III, si l'organisateur ou le détaillant ne remédie pas à la non-conformité dans un délai raisonnable fixé par le voyageur, celui-ci peut y remédier lui-même et réclamer le remboursement des dépenses nécessaires. Il n'est pas nécessaire que le voyageur précise un délai si l'organisateur ou le détaillant refuse de remédier à la non-conformité ou si une solution immédiate est requise.

V.-Lorsqu'une part importante des services de voyage ne peut être fournie comme prévu dans le contrat, l'organisateur ou le détaillant propose, sans supplément de prix pour le voyageur, d'autres prestations appropriées, si possible de qualité égale ou supérieure à ceux spécifiés dans le contrat, pour la continuation du contrat, y compris lorsque le retour du voyageur à son lieu de départ n'est pas fourni comme convenu.

Lorsque les autres prestations proposées donnent lieu à un voyage ou séjour de qualité inférieure à celle spécifiée dans le contrat, l'organisateur ou le détaillant octroie au voyageur une réduction de prix appropriée.

Le voyageur ne peut refuser les autres prestations proposées que si elles ne sont pas comparables à ce qui avait été prévu dans le contrat ou si la réduction de prix octroyée n'est pas appropriée.

VI.-Lorsqu'une non-conformité perturbe considérablement l'exécution d'un voyage ou séjour et que l'organisateur ou le détaillant n'y remédie pas dans un délai raisonnable fixé par le voyageur, ce dernier peut résoudre le contrat sans payer de frais de résolution et demander, le cas échéant, conformément à l'article L. 211-17, une réduction de prix et en cas de dommage distinct des dommages et intérêts.

S'il s'avère impossible de proposer d'autres prestations ou si le voyageur refuse les autres prestations proposées conformément au troisième alinéa du V, le voyageur a droit, s'il y a lieu, à une réduction de prix et, en cas de dommage distinct, à des dommages et intérêts conformément à l'article L. 211-17, sans résolution du contrat.

Si le contrat comprend le transport de passagers, l'organisateur ou le détaillant fournit également au voyageur, dans les cas mentionnés aux deux précédents alinéas, le rapatriement par un moyen de transport équivalent, dans les meilleurs délais eu égard aux circonstances de l'espèce et sans frais supplémentaires pour le voyageur.

VII.-Lorsqu'il est impossible, en raison de circonstances exceptionnelles et inévitables, d'assurer le retour du voyageur comme prévu dans le contrat, l'organisateur ou le détaillant supporte les coûts de l'hébergement nécessaire, si possible de catégorie équivalente, pour une durée maximale de trois nuitées par voyageur. Si des durées plus longues sont prévues par la législation de l'Union européenne sur les droits des passagers applicable aux moyens de transport concernés pour le retour du voyageur, ces durées s'appliquent.

VIII.-La limitation des coûts prévue à l'alinéa précédent ne s'applique pas aux personnes à mobilité réduite, telles que définies à l'article 2, point a, du règlement (CE) n° 1107/2006, aux personnes les accompagnant, aux femmes enceintes et aux mineurs non accompagnés, ni aux personnes nécessitant une assistance médicale spécifique, à condition que l'organisateur ou le détaillant ait été prévenu de leurs besoins particuliers au moins quarante-huit heures avant le début du contrat. L'organisateur ou le détaillant ne saurait invoquer des circonstances exceptionnelles et inévitables pour limiter la responsabilité au titre du présent article si le prestataire de transport concerné ne peut se prévaloir de telles circonstances en vertu de la législation applicable de l'Union européenne. »

Article R.211-3 du Code du Tourisme :

« Toute offre et toute vente des prestations mentionnées à l'article L. 211-1 donnent lieu à la remise de documents appropriés qui répondent aux règles définies par la présente section. »

Article R.211-3-1 du Code du Tourisme :

« L'échange d'informations précontractuelles ou la mise à disposition des conditions contractuelles est effectué par écrit. Ils peuvent se faire par voie électronique. Sont mentionnés le nom ou la raison sociale et l'adresse de l'organisateur ou du détaillant ainsi que l'indication de son immatriculation au registre prévu à l'article L. 141-3 ou, le cas échéant, le nom, l'adresse et l'indication de l'immatriculation de la fédération ou de l'union mentionnées au deuxième alinéa de l'article R. 211-2. »

Article R.211-4 du Code du Tourisme :

« Préalablement à la conclusion du contrat, l'organisateur ou le détaillant doit communiquer au voyageur les informations suivantes :

1° Les caractéristiques principales des services de voyage :

a) La ou les destinations, l'itinéraire et les périodes de séjour, avec les dates et, lorsque le logement est compris, le nombre de nuitées comprises ;

b) Les moyens, caractéristiques et catégories de transport, les lieux, dates et heures de départ et de retour, la durée et le lieu des escales et des correspondances. Lorsque l'heure exacte n'est pas encore fixée, l'organisateur ou le détaillant informe le voyageur de l'heure approximative du départ et du retour ;

c) La situation, les principales caractéristiques et, s'il y a lieu, la catégorie touristique de l'hébergement en vertu des règles du pays de destination ;

d) Les repas fournis ;

e) Les visites, les excursions ou les autres services compris dans le prix total convenu pour le contrat ;

f) Lorsque cela ne ressort pas du contexte, si les services de voyage éventuels seront fournis au voyageur en tant que membre d'un groupe et, dans ce cas, si possible, la taille approximative du groupe ;

g) Lorsque le bénéfice d'autres services touristiques fournis au voyageur repose sur une communication verbale efficace, la langue dans laquelle ces services seront fournis ;

h) Des informations sur le fait de savoir si le voyage ou le séjour de vacances est, d'une manière générale, adapté aux personnes à mobilité réduite et, à la demande du voyageur, des informations précises sur l'adéquation du voyage ou du séjour de vacances aux besoins du voyageur ;

2° La dénomination sociale et l'adresse géographique de l'organisateur et du détaillant, ainsi que leurs coordonnées téléphoniques et, s'il y a lieu, électroniques ;

3° Le prix total incluant les taxes et, s'il y a lieu, tous les frais, redevances ou autres coûts supplémentaires, ou, quand ceux-ci ne peuvent être raisonnablement calculés avant la conclusion du contrat, une indication du type de coûts additionnels que le voyageur peut encore avoir à supporter ;

4° Les modalités de paiement, y compris le montant ou le pourcentage du prix à verser à titre d'acompte et le calendrier pour le paiement du solde, ou les garanties financières à verser ou à fournir par le voyageur ;

5° Le nombre minimal de personnes requis pour la réalisation du voyage ou du séjour et la date limite mentionnée au III de l'article L. 211-14 précédant le début du voyage ou du séjour pour une éventuelle résolution du contrat au cas où ce nombre ne serait pas atteint ;

6° Des informations d'ordre général concernant les conditions applicables en matière de passeports et de visas, y compris la durée approximative d'obtention des visas, ainsi que des renseignements sur les formalités sanitaires, du pays de destination ;

7° Une mention indiquant que le voyageur peut résoudre le contrat à tout moment avant le début du voyage ou du séjour, moyennant le paiement de frais de résolution appropriés ou, le cas échéant, de frais de résolution standard réclamés par l'organisateur ou le détaillant, conformément au I de l'article L. 211-14 ;

8° Des informations sur les assurances obligatoires ou facultatives couvrant les frais de résolution du contrat par le voyageur ou sur le coût d'une assistance, couvrant le rapatriement, en cas d'accident, de maladie ou de décès.

En ce qui concerne les forfaits définis au e du 2° du A du II de l'article L. 211-2, l'organisateur ou le détaillant et le professionnel auxquels les données sont transmises veillent à ce que chacun d'eux fournisse, avant que le voyageur ne soit lié par un contrat, les informations énumérées au présent article dans la mesure où celles-ci sont pertinentes pour les services de voyage qu'ils offrent.

Le formulaire par lequel les informations énumérées au présent article sont portées à la connaissance du voyageur est fixé par arrêté conjoint du ministre chargé du tourisme et du ministre chargé de l'économie et des finances. Cet arrêté précise les informations minimales à porter à la connaissance du voyageur lorsque le contrat est conclu par téléphone. »

Article R.211-5 du Code du Tourisme :

« Les informations mentionnées aux 1°, 3°, 4°, 5° et 7° de l'article R. 211-4 communiquées au voyageur font partie du contrat et ne peuvent être modifiées que dans les conditions définies à l'article L. 211-9. »

Article R.211-6 du Code du Tourisme :

« Le contrat doit comporter, outre les informations définies à l'article R. 211-4, les informations suivantes :

1° Les exigences particulières du voyageur que l'organisateur ou le détaillant a acceptées ;

2° Une mention indiquant que l'organisateur ainsi que le détaillant sont responsables de la bonne exécution de tous les services de voyage compris dans le contrat conformément à l'article L. 211-16 et qu'ils sont tenus d'apporter une aide au voyageur s'il est en difficulté, conformément à l'article L. 211-17-1 ;

3° Le nom de l'entité chargée de la protection contre l'insolvabilité et ses coordonnées, dont son adresse géographique ;

4° Le nom, l'adresse, le numéro de téléphone, l'adresse électronique et, le cas échéant, le numéro de télécopieur du représentant local de l'organisateur ou du détaillant, d'un point de contact ou d'un autre service par l'intermédiaire duquel le voyageur peut contacter rapidement l'organisateur ou le détaillant et communiquer avec lui de manière efficace, demander une aide si le voyageur est en difficulté ou se plaindre de toute non-conformité constatée lors de l'exécution du voyage ou du séjour ;

5° Une mention indiquant que le voyageur est tenu de communiquer toute non-conformité qu'il constate lors de l'exécution du voyage ou du séjour conformément au II de l'article L. 211-16 ;

6° Lorsque des mineurs, non accompagnés par un parent ou une autre personne autorisée, voyagent sur la base d'un contrat comprenant un hébergement, des informations permettant d'établir un contact direct avec le mineur ou la personne responsable du mineur sur le lieu de séjour du mineur ;

7° Des informations sur les procédures internes de traitement des plaintes disponibles et sur les mécanismes de règlement extrajudiciaire des litiges et, s'il y a lieu, sur l'entité dont relève le professionnel et sur la plateforme de règlement en ligne des litiges prévue par le règlement (UE) n° 524/2013 du Parlement européen et du Conseil ;

8° Des informations sur le droit du voyageur de céder le contrat à un autre voyageur conformément à l'article L. 211-11.

En ce qui concerne les forfaits définis au e du 2° du A du II de l'article L. 211-2, le professionnel auquel les données sont transmises informe l'organisateur ou le détaillant de la conclusion du contrat donnant lieu à la création d'un forfait. Le professionnel lui fournit les informations nécessaires pour lui permettre de s'acquitter de ses obligations en tant qu'organisateur. Dès que l'organisateur ou le détaillant est informé de la création d'un forfait, il fournit au voyageur, sur un support durable, les informations mentionnées aux 1° à 8°.

Article R.211-7 du Code du Tourisme :

« Le voyageur peut céder son contrat à un cessionnaire qui remplit les mêmes conditions que lui pour effectuer le voyage ou le séjour, tant que ce contrat n'a produit aucun effet.

Sauf stipulation plus favorable au cédant, celui-ci est tenu d'informer l'organisateur ou le détaillant de sa décision par tout moyen permettant d'en obtenir un accusé de réception au plus tard sept jours avant le début du voyage. Cette cession n'est soumise, en aucun cas, à une autorisation préalable de l'organisateur ou du détaillant.

Article R.211-8 du Code du Tourisme :

« Lorsque le contrat comporte une possibilité expresse de révision du prix, dans les limites prévues à l'article L. 211-12, il mentionne les modalités précises de calcul, tant à la hausse qu'à la baisse, des variations des prix, notamment le montant des frais de transport et taxes y afférentes, la ou les devises qui peuvent avoir une incidence sur le prix du voyage ou du séjour, la part du prix à laquelle s'applique la variation, ainsi que le cours de la ou des devises retenu comme référence lors de l'établissement du prix figurant au contrat.

En cas de diminution du prix, l'organisateur ou le détaillant a le droit de déduire ses dépenses administratives réelles du remboursement dû au voyageur. A la demande du voyageur, l'organisateur ou le détaillant apporte la preuve de ces dépenses administratives.

Article R.211-9 du Code du Tourisme :

« Lorsque, avant le départ du voyageur, l'organisateur ou le détaillant se trouve contraint d'apporter une modification à l'un des éléments essentiels du contrat, s'il ne peut pas satisfaire aux exigences particulières mentionnées au 1° de l'article R. 211-6, ou en cas de hausse du prix supérieure à 8 %, il informe le voyageur dans les meilleurs délais, d'une manière claire, compréhensible et apparente, sur un support durable :

1° Des modifications proposées et, s'il y a lieu, de leurs répercussions sur le prix du voyage ou du séjour ;

2° Du délai raisonnable dans lequel le voyageur doit communiquer à l'organisateur ou au détaillant la décision qu'il prend ;

3° Des conséquences de l'absence de réponse du voyageur dans le délai fixé ;

4° S'il y a lieu, de l'autre prestation proposée, ainsi que de son prix.

Lorsque les modifications du contrat ou la prestation de substitution entraînent une baisse de qualité du voyage ou du séjour ou de son coût, le voyageur a droit à une réduction de prix adéquate.

Si le contrat est résolu et le voyageur n'accepte pas d'autre prestation, l'organisateur ou le détaillant rembourse tous les paiements effectués par le voyageur ou en son nom dans les meilleurs délais et en tout état de cause au plus tard quatorze jours après la résolution du contrat, sans préjudice d'un dédommagement en application de l'article L. 211-17. »

Article R.211-10 du Code du Tourisme :

« L'organisateur ou le détaillant procède aux remboursements requis en vertu des II et III de l'article L. 211-14 ou, au titre du I de l'article L. 211-14, rembourse tous les paiements effectués par le voyageur ou en son nom moins les frais de résolution appropriés. Ces remboursements au profit du voyageur sont effectués dans les meilleurs délais et en tout état de cause dans les quatorze jours au plus tard après la résolution du contrat.

Dans le cas prévu au III de l'article L. 211-14, l'indemnisation supplémentaire que le voyageur est susceptible de recevoir est au moins égale à la pénalité qu'il aurait supportée si l'annulation était intervenue de son fait à cette date. »

Article R.211-11 du Code du Tourisme :

« L'aide due par l'organisateur ou le détaillant en application de l'article L. 211-17-1 consiste notamment :

1° A fournir des informations utiles sur les services de santé, les autorités locales et l'assistance consulaire ;

2° A aider le voyageur à effectuer des communications longue distance et à trouver d'autres prestations de voyage.

L'organisateur ou le détaillant est en droit de facturer un prix raisonnable pour cette aide si cette difficulté est causée de façon intentionnelle par le voyageur ou par sa négligence. Le prix facturé ne dépasse en aucun cas les coûts réels supportés par l'organisateur ou le détaillant. »