



# **BikingMan** **Explore PASS 2019**

## **GENERAL SALES CONDITIONS**

### **Introduction: BikingMAN**

All reference to "BikingMAN" refers to KAPAK SAS, its subsidiaries and affiliates, BikingMan events, its staff, employees, subcontractors, agents and representatives.

Members of the BikingMan Explore Pass, are bound, as a condition of membership, to comply with the rules set out below.

### **1. DESCRIPTION**

The BikingMan Explore Pass offers an access to three (3) 2019 BikingMAN events, among five 5-day BikingMan events and one 10 day BikingMan event.

The BikingMan Explore Pass allows its holder to register up to three BikingMan events of its choice, without having to pay any entry fee. Optional services, such as transportation package, accommodation packages, "finisher party" packages and any other paying option not included in the event entry fees, are not included in the BikingMan Explore Pass and need to be purchased separately.

The actual 2019 BikingMan season is composed of the following events:

- BikingMan Oman (February 2019)
- BikingMan Corsica (April 2019)
- BikingMan Laos (Spring 2019)
- BikingMan IncaDivide (August 2019)
- BikingMan Portugal (Fall 2019)
- BikingMan Taiwan (Fall 2019)

This list is subject to modifications. BikingMan retains the right, based on its expansion plan, to add new events to the list.

### **2. CONDITIONS OF SALE**

Period of sale

The BikingMan Explore Pass tickets are on sale from September 26th 2018 until December 31<sup>st</sup> 2018 or if the annual quota of 50 passes for sale is reached.

Payment terms

For purchases via the online selling site (Internet) or onsite, payment can only be made by an electronic payment system (credit card).



#### Minimum age condition

The BikingMan Explore Pass is only available to adults above the age of 18 at the time of the event.

#### Price

The BikingMan Explore Pass is exclusively sold in Euros. Each of the 50 passes are sold for 999 Euros.

The BikingMan Explore Pass is sold on a first come, first served basis.

No reduction, discount code, or special offers can be applied to the purchase of the BikingMan Explore Pass.

### **3. EXPLORE PASS CODE**

Once the BikingMan Explore Pass is bought, its holder will receive by email a code that can be used on the registration platform to get free entry fees for three BikingMan events of the 2019 season. The member will have to use his code to complete his registration to each BikingMan events before December 31<sup>st</sup> 2018.

### **4. SCOPE OF THE SERVICES**

The benefits provided by the BikingMan Explore Pass may include additional services proposed during the three (3) 2019 events chosen by the member and/or on each event by BikingMan and/or BikingMan partners.

In addition, all services provided on each event will be automatically included for free for BikingMan Explore Pass Holder (GPS tracker, survival map...) at the exception of the BikingMan Explore Kit (Jersey & cap number - only one kit per year/ Explore Pass Member). For more information, please refer to each Event dedicated page on our official website: [www.bikingman.com](http://www.bikingman.com)

### **5. NO TRANSFERABLE PASS**

The BikingMan Explore Pass is an annual nominative pass. It cannot be transferred to anyone else and/or to the year after, under any circumstances. Each pass is issued in the holder's name and can only be used by the holder. Identity checks will be made systematically at the registration day of each event.

Any unauthorized use of the BikingMan Explore Pass will result in immediate cancellation of the pass and the immediate cancellation of the holder's event registrations.

In case the Explore Pass Member wants to transfer one of his three selected events to another BikingMan event of the 2019 season, the member can transfer his registration until 90 days before the race start to another BikingMan race of 2019 season with a 80 EUR transfer fee.

The event transferred to must be in the same calendar year as the original event.

In case the participant wants to transfer from one of his three selected events to another BikingMan event of the 2019 season, later than 90 days prior to the race start of the event he signed up to, the member can transfer until 15 days prior to the race start to another BikingMan race of 2019 season with a 230 EUR transfer fee.



The event transferred to must be in the same calendar year as the original event.

## **6. NO REFUNDABLE PASS**

The BikingMan Explore Pass is not refundable under any circumstances. Each BikingMan Explore Pass holder may, at his/her own discretion and expense, obtain personal insurance for loss, injury or damage that he/she might sustain arising from use of the BikingMan Explore Pass.

## **7. VERIFICATION OF THE PASSES**

Each pass is issued in the holder's name by the registration platform and may be used only by the person registered on the pass.

BikingMan Explore Pass check will be done on each event at the check-in day by BikingMan staff or volunteers.

## **8. EVENT REGISTRATION CONFIRMATION**

BikingMan Explore Pass Members are informed that their membership guarantees availability on slots for three BikingMan events.

BikingMan Explore Pass Members will have to confirm their presence at an event, before December 31<sup>st</sup> 2018. Not confirming the presence at an event in the said deadline will result in the participation being cancelled and the member will have to sign up independently to the desired event(s) and pay the corresponding fees.

As a reminder, BikingMan will send an automatic email to BikingMan Explore Pass members, inviting them to finalize their registration on Active.com platform before December 31<sup>st</sup> 2018.

## **9. SPECIFIC EVENT REGISTRATION CONDITIONS**

The BikingMan Explore Pass holders are informed that each BikingMan event can require specific conditions to register. These conditions are mentioned in the Race Agreement of each event.

2019 BikingMan entries purchased before the launch of the Explore Pass can be integrated in the Explore Pass membership by contacting BikingMan before December 31<sup>st</sup> 2018.

## **10. INSURANCE**

There is no insurance attached to the BikingMan Explore Pass. Therefore, Explore Pass Members may, at their own discretion and expense, obtain personal insurance for loss, injury or damage that they might sustain arising from their participation to a BikingMan event. They ride at their own discretion and accept any injury or illness brought on their practice.

## **11. SUSPENSION AND TERMINATION**

BikingMan shall have the right to suspend participation, or cancel the membership, if a Member (i) fails to pay its annual fees on time, or (ii) violates any of the BikingMan Rules and Regulations and fails to correct that breach within ten (10) days of notice from BikingMan or the BikingMan staff, or (iii) substantially, flagrantly or repeatedly violates any of the



BikingMan Rules & Regulations. No refunds of Membership fees or other payments will be given.

## **12. FORCE MAJEURE**

Neither BikingMan nor Explore Pass Members shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

## **13. PRIVACY AND DATA**

All personal and corporate information received is only used by BikingMan / KAPAK SAS, for its own business purposes. BikingMan / KAPAK SAS act in accordance with GDPR European Data Regulation law and will not pass on or sell the personal information of Explore Pass members and have no intention of sharing their data with third-parties for marketing purposes.

By becoming an Explore Pass member or attending an event, the Explore Pass member hereby agree to receive communication via email regarding upcoming events, news and offers. BikingMan will only hold the information provided on the membership application or booking form on file, and use for communication and delivery of membership benefit purposes only.

To view how BikingMan handles data, visit the [Privacy Policy](#).

## **14. LIMITATION OF LIABILITY**

In no event will either KAPAK SAS, or Explore pass members be liable to each other or to any other Explore Pass Members or third party under this agreement for the cost of procuring substitute goods or services, lost profits, lost revenue, lost sales, loss of use, loss of data or any incidental, consequential, direct, indirect, punitive, or special damages, whether or not such party had advance notice of the possibility of such losses or damages. Except for member's dues commitment, or in cases of willful misconduct or gross negligence, or where required by applicable law, the aggregate liability of KAPAK SAS to member and to other parties, and of Explore Pass members to KAPAK SAS to other Explore Pass members or to other parties, shall not exceed the past 12 months' membership fees paid by the Explore pass members to KAPAK SAS.

KAPAK SAS  
Centre MBE 166  
2bis avenue durante  
06000 NICE  
FRANCE  
contact@bikingman.com