

# GENERAL TERMS AND CONDITIONS AND PRIVACY POLICY

These General Terms and Conditions (**GTC**) and Privacy Policy (**PP**) apply to all relations existing between Imagine Studio Ltd. (further in text: IS) and the natural persons who, as Participants, apply and/or intend to participate in the events organized by the Organizer. For the purposes of these GTC/PS, word "participant" means any user of any service IS provides for the account of the Organizer and/or third parties online through its internet page/platform.

## 1.1. Types of services IS provides

IS services consist of providing support and platform for calculation and payment of participation and/or entry fees and/or registration of the participants and/or time keeping services for various sporting or other events (further in text: Events) organized and realized by third parties (further in text: Organizer). IS does not directly participate in the organization, promotion and/or realization of the Events and therefore can't be held liable towards the participants in the Events (further in text: Participants) for no reason whatsoever.

All of the participants in the Events organized by the Organizer, who are directed by the Organizer to the IS platform or who use it for payment and registration purposes, as well as in relation to time keeping service, acknowledge that IS acts merely as a platform or facilitator for the Organizer, and accept that they do not have any legal relation towards and/or with IS, and that their requests and/or claims shall and may only be addressed towards the Organizer whereas Participant waive and/or relinquish any possible claims and/or rights towards IS.

IS can't be held liable for any default, omission and/or other act of/by the Organizer and/or damage resulted by the actions of the Organizer (e.g. in case of cancellation of the Event).

In providing of the described services for the Organizer, IS does not enter into any form or type of contract with the Participants.

Where Participants register for Events through IS, IS enables a contract to be concluded directly between the Organizer and the Participant. In this case, the contract regarding participation in the Event shall be concluded exclusively between the Participant and the Organizer. General terms and conditions/Privacy policy of the Organizer apply.

## 1.2. Consent to the GTC and PP

All the Participants that use the services/platform of IS accept this GTC and PP, without reservation.

## 1.3. Using the IS by the Participants

IS allows the Participants to register for the Event and to make payment of the registration or entry fee, as the Participants are directed towards the IS by the Organizer. In order to do so, the Participants have to provide their personal data required by the Organizer, and to make a payment specified by the Organizer. The Participants are obligated to provide all information requested during the registration process accurately and in full.

As soon as the Participant has registered for the Event using the IS platform/online form, he/she is deemed to have placed a binding offer to participate in the Event and to purchase the related services from the Organizer. The Participant is obligated and responsible towards IS and the Organizer to provide all information requested during the registration process accurately and in full.

IS does not act as a payment entity as it redirect the Participants to the bank or other third party provider (e.g. Wirecard) who then effects the payment (further in text: Payment Facilitator). General terms and conditions of the Organizer and/or Payment facilitator apply in all matters in relation to the payment transaction. Please see our Cancellation policy (art. 1.10.).

## 1.4. Third party services

In registering for or ordering third party services where provided (e.g. medical insurance, merchandise), and at the latest upon participating in the Event, the Participant accepts, in addition to these GTC/PP, the general terms and conditions, terms of use or contractual terms and conditions of the Organizer, respectively the third party.

With regard to third party services, the contract shall be concluded exclusively between the Participant and the third party and the relevant terms and conditions of the third party shall apply.

## 1.5. Assumption on valid representation of minors

IS acts on the assumption that underage Participants are acting with the consent of their legal representatives. IS may request underage athletes at any time to furnish proof of this consent within a reasonable period of time,

## 1.6. Registration confirmation

After successful completion of the order process, the Participant will receive a registration or order confirmation by email from the Organizer. This constitutes acceptance of the offer on behalf of the Organizer.

If the registration or order confirmation contains an inaccurate summary of the services in the Event or Participant's data, he/she must immediately inform the Organizer about it. In case the Participant fails to inform Organizer thereof promptly (and in any case before the date of the corresponding Event) by email along with a request for correction, the summary of the services concerned shall become an integral part of the contract.

### **1.7. Payment**

The Participant is obligated to pay in advance when registering for Events and/or when ordering fee-based services and/or third party services, where applicable.

Where applicable, the prices displayed shall be deemed to include value added tax.

Payment shall be made by charging the credit card provided during the order process (MasterCard, Visa, American Express...), (online) money transfer, debit card payment (Maestro, Visa Debit, PayPal).

### **1.8. External payment service providers**

To make payments, we use the external payment service providers Paypal (PayPal (Europe) S.à rl et Cie, SCA, 22-24 Boulevard Royal, L-2449 Luxembourg, Privacy Policy <https://www.paypal.com/webapps/mpp/ua/privacy-full>) and Wirecard (Wirecard AG, Einsteinring 35, D-85609 Aschheim, privacy policy <https://www.wirecard.de/datenschutz/>).

If you choose the payment method Paypal or credit card, you will be redirected to a page of the service provider in the order process, in which case we will transfer the invoice amount as well as an identifier in order to be able to allocate the payment to your order. Only the information about a successful payment will be returned to us.

For further data collected by the payment service providers, only the service providers themselves are responsible.

### **1.9. Exclusion of warranty**

IS expressly disclaims any warranty that Organizers or third parties will comply properly and in full with their duties in connection with the contract concluded between such Organizer or third party and the respective Participant. In addition, IS does not provide any warranty for the content published on the by Participants, Organizers and/or third parties, in particular that it is accurate, complete, up to date and lawful.

### **1.10. Liability**

In addition to art. 1.1., 1.3. and 1.4. of this GTC, the liability of IS shall be limited to intentional misconduct and gross negligence and shall be excluded for actions or omissions by its agents. In particular, IS shall not be liable for damages arising from data loss, as a result of transmission failures, losses resulting from the downloading of services and similar losses. IS shall also be excluded from all liability for content on the websites of Organizers and other third parties that refers to the websites of IS.

IS shall not be liable in particular for the actions of Participants and/or losses to other participants in the Event, Organizers or third parties as a result of the conduct of Participants in connection with the use or misuse of any services of IS.

Liability for breaches of contract, such as in particular the deficient organization or holding of a Event, the cancellation of Events in a manner that constitutes a breach of contract, the deficient quality of services and any breach by the Participant of his/her duties in relation to participation in the Event shall lie exclusively with the Organizer, third party or Participant in accordance with the corresponding contracts, and not in any event with IS.

### **1.11. Cancellation policy**

IS does not in any way participate in the payment transaction nor does it receive any monies from the Participants and may not be held liable in this respect in any way. IS is not liable for the return of the registration fee or any other payment made by the Participant and all such requests should be addressed towards the Organizer.

For the payment transaction General terms and conditions/Privacy policy of Organizer and/or Payment Facilitator applies.

For the rights and/or claims of the Participant regarding the participation in the Event, cancellation of participation in the Event/ return of the registration or entry fee General terms and conditions/Privacy policy of the Organizer applies.

### **1.12. Intellectual property**

All Content of IS published on the website of IS is protected by copyright and, unless specified otherwise, is exclusively and fully owned by IS. The use of logos and other marks of IS is only permitted with IS's express prior approval and only in accordance with its requirements.

### **1.13. Amendments**

IS reserves the right to alter/amend these GTC/PP at any time without stating reasons.

### **1.14. Final provisions of GTC**

IS reserves the right to assign any or all rights or duties under these GTC/PP to a third party or to arrange for their exercise by a third party.

Place of jurisdiction for any possible disputes is with the competent courts in Zagreb, Croatia whereas Croatian law applies.

# PRIVACY POLICY

## 1. The purpose of the Privacy policy

1.1 This document will explain what personal data we collect from You as our website visitors and as Participants, how we collect such data and where it is stored, how do we/ or other parties use it and when and why do we delete it. We are required to notify you of this information under data protection legislation.

1.2 IS acts in accordance with the GDPR principles when gathering and using the Participants' data required by the Organizer.

1.3 IS is not the 'data controller' in terms of GDPR Regulation, whereas the data controller is the Organizer as a person who organizes the Event You applied for with the Organizer. In terms of gathering and using Your personal data IS acts merely as a platform which the Organizer uses for the purposes required by the Organizer (e.g. payment of the entry fees, drafting of the list of participants of the event, tracking of the scores and results of participants, publication of the final results etc.). IS gathers and uses your information for the account of the Organizer and for the purposes determined by the Organizer who has sole liability for the final usage of Your personal data.

1.4 This privacy policy states all contractors and processors IS uses in order to finish the client transaction and inform the Organizer about such data, in case such data has not yet been known to the Organizer.

## 2. What information are we collecting?

2.1 Personal data, or personal information relating to an identified or identifiable natural person that participates in the Event (e.g. sport events such as bicycle race, running marathon, triathlon race etc.).

2.2. For Participants we will collect, store and use the following categories of personal information about you: Your name, surname, addresses, telephone numbers, personal email addresses, nationality and/or flag under which You will participate in the Event, gender and age. This information is needed for the participation in the Event and for payment of entry fees, registration of Your participation for the Event You applied, providing specific and personalized items such as race numbers and trackers for keeping time and/or score etc.

2.3. When visiting our website, we collect your IP address, data showing when you visited, which pages you looked at, information about your operating system, device and browser version. This data is gathered using cookies.

2.4. Your card number will not be collected and stored by IS. It will be collected by our business partners, namely the Organizer and the payment system the Organizer uses for recording of Your payments (Payment facilitator). This is so they can safely process your payments you choose to make online.

## 3. Special categories of data

We do not process special categories of personal information.

## 4. How we collect your personal information?

4.1 We collect personal information from you directly when you register with our online platform, or they are provided to us by the Organizer in case the Participant made the application for the Event through the Organizer.

## 5. Why do we need your personal information?

5.1 When you register through us, we will use your personal information to perform our contract with the Organizer, i.e. provide you with the service of redirecting You to the platform for payment of the entry fee through the third-party authorized system and/or a bank (Payment facilitator), provision of other accompanying services required for Your participation in the event organized by the Organizer. To do this, we process your personal information, but IS does not participate directly in the said transaction and is in no way liable to You, since You acknowledge and recognize that there shall be no contractual or any other legal relationship between IS and You as the Participant– e.g. IS does not receive Your payments of entry fees as it only provides a platform through which Organizer performs in the described manner towards the Participants in the Event.

## 6. What are the legal bases for us to use your personal information?

6.1 We will only use your personal information to fulfill the contract with the Organizer, where we have legitimate interest to do so, where you have given us consent by opting in any services we provide and when the law allows us to do so. We are allowed to do this as long as our activities do not disproportionately intrude your privacy. We will use your personal information:

a) where we need to perform the contract we have entered into with the Organizer and provide to the Organizer a platform for registration of participant, payment of entry fees etc.

b) where we need to comply with a legal obligation;

c) where it is necessary for our legitimate interests:

d) where it is necessary for the interest the Organizer and/or Payment facilitator as the party responsible for performance and execution of the financial transaction (e.g. bank, card payment entity).

## 7. If you don't provide us your personal information

7.1 If you fail to provide certain information when requested, we may not be able to provide a service and You may not be able to participate in the Event.

## 8. Change of purpose

8.1 Please note that we may process your personal information without your knowledge or consent, where this is required or permitted by law, such as fraud investigation.

## **9. Who are we going to share your personal data with and for what purpose will they use your personal information?**

9.1 We will share your personal information with the Organizer and/or Payment Facilitator, who will use Your data according to the purpose for which they are gathered and in accordance with the terms and conditions of the Organizer/Payment Facilitator.

9.2 When required by law or other regulation, we will share your data with tax, audit, or other authorities.

9.3 The categories of these recipients and confirmation data **is not/may be** transferred outside the EU subject to the terms and conditions and/or privacy statements of the Organizer and/or Payment facilitator.

## **10. Where we process your personal information**

10.1 IS does not process or records Your personal information or data regarding the payment transactions. Immediately after You have been linked with the Payment facilitator for the payment of the entry fee to whose web page/platform You were redirected, and after Your personal information have been transferred to the Organizer, IS does not possess any of Your personal information whatsoever. When performing time keeping/recording services for the Organizer IS will process Your information for the intended purposes (e.g. time keeping during the Event, list of participants and their respective results, publication of the results by the Organizer). Immediately after the final results list have been published by the Organizer, IS no longer keeps any such data and they are in the authority and ownership of the Organizer.

## **11. Data Security**

IS makes sure that Your personal information shall not be disclosed and/or transferred to any unauthorized person.

## **12. Data Retention and Erasure**

12.1 IS does not keep You personal information (see. art. 11.1.).

12.2 If you have any questions in relation to the retention and deletion of your personal data, please contact [data@racebase.pro](mailto:data@racebase.pro).

## **13. Your rights in relation to our processing of your personal data**

13.1 Please, inform the Organizer of any changes regarding your personal information. It is important that the personal information about you is accurate and current. If you fail to update your personal information, it can result in the service not being provided.

13.2 You have the right to be informed about what we are doing with your personal data. If we change what we are doing, we will provide you with an updated version of this policy.

13.3 You have the right to object to the processing of your personal data. This does not apply to the time keeping services and publication of the results in the Event in which You participated. You are expressly giving Your permission to us and/or to Organizer that Your data may always be used within time keeping and publication of results within the Event.

13.4 You have the right to request access to your personal information and to check that we are lawfully processing it.

13.5 You have the right to request us to correct and complete any incorrect or incomplete data related to you.

13.6 You have the right to request us to delete the information we hold about you.

13.7 You have the right to restriction of processing in certain situations and you have a right to object to processing based on our legitimate interests.

13.8. If you want to exercise your rights, please contact [data@racebase.pro](mailto:data@racebase.pro) .

13.9. We will need to request specific information from you to help us confirm your identity and ensure your right to access the information.

## **14. Changes to this Privacy Policy**

We reserve the right to update this privacy policy at any time, and we will publish a new privacy policy when we make updates.

## **15. Contact us**

If you have any questions about this privacy policy, please contact [support@racebase.pro](mailto:support@racebase.pro) . You have a right to lodge a complaint with the local regulator should you consider the processing of your personal data infringes applicable data privacy regulations (GDPR).