TERMS OF USE OF THE REGISTRATION PLATFORM FOR THE MALLORCA 312

1. AREA OF APPLICABILITY:

These terms of use complement what is already established in the general conditions contained in the legal notice of the website www.mallorca312.com (hereinafter the WEBSITE) owned by 312 Bike & Tours SL (hereinafter 312 Bike & Tours). It is strongly recommended that the user reads and saves a copy of these terms of use and the legal notice of the website.

2. IDENTIFICATION OF THE PARTS:

On the one hand, 312 Bike & Tours SL (hereinafter 312 Bike & Tours) incorporated having address in Carrer de Rafel Blanes, S/N, 07570, Artà, Illes Balears, register at Registre Mercantil de Palma de Mallorca el 7th July of 2016, Tomo 2.666 de l'arxiu, Sección General, folio 26, sección 8, hoja número PM-79.193, inscripción 1ª, register by Ministerio de Economía y Hacienda de España with VAT number: B-57.967.622. On the other hand, the USER that accesses to the platform in order to register for the MALLORCA 312. The user declares that he is over 18 years and has the necessary legal capacity to contract and to register and participate in this event, understanding and expressly accepting the conditions detailed below. In case the USER is under 18, the registration shall always be under the supervision of his guardian, with his/her consent and under his/her responsibility.

3. REGISTRATION PROCESS:

The registration process consists of the following steps, listed chronologically 1 to 9:

1. After starting the registration process, the user is redirected to the registration platform. The user must explicitly accept the terms of use of the registration platform, the general conditions of the website, the rules and the privacy policy.
2. If the user has a registration code he/she must enter it. In case the user hasn't got a code, he/she will continue with the normal process.
3. If the user has registered in previous editions, it is possible that the system autocompletes the data after the user enters his/her ID card or passport number. In this case, the user is responsible for reviewing and accepting the data, since the absence of errors cannot be guaranteed.
4. If the user has not registered in previous years, he/she must fill in all mandatory fields with his/her personal data, postal data and emergency contact data. The user is responsible for the consent of the emergency contact person for the transfer of his/her data, subject in any case to the privacy conditions of the website.

5. 5. The user shall have the option of reporting if they are federated by the RFEC, or not. In case the user is not federated by the RFEC, they shall pay the price of 12 euros for the compulsory insurance to participate in the test. If the user is federated outside of Spain, or if the user is federated in a federation other than the RFEC (for example, athletics, or triathlon), then they shall not be exempt from the compulsory insurance price payment of 12 euros to participate in the test. In cases different from the RFEC license, the user shall assume the payment of the compulsory insurance price of 12 euros to participate in the test.
6. The user will choose the jersey size. The election is irrevocable for all purposes and no changes will be admitted.
7. The user will have the opportunity to purchase or not certain goods or complementary services, as well as to make a donation to an NGO. All this is voluntary, without the need to use these opportunities to complete the registration process.
8. Once all the previous steps have been completed, the user will be directed to the payment gateway for payment with credit card. The user is responsible for accepting or not the conditions of the payment gateway that does not belong to the 312 Bike & Tours, without prejudice to the ones contained in the clause 4 of these conditions.
9. Once payment has been made, the user will receive a confirmation by e-mail sent from the registration platform to the e-mail address entered by the user. Until receipt of this confirmation, the registration process cannot be considered completed. If the user hasn't received such confirmation, he/she should be considered as not register.

In the case of participants under the age of 18 but over the age of 15, once the registration procedures have been formalized on the registration platform, the legal guardian must request a form of the above mentioned authorization by sending an e-mail to registrations@milestoneseries.cc, indicating the registration number and pertinent information of the minor, as well as the guardian. Said authorization must be sent signed and scanned to registrations@milestoneseries.cc within twenty days after completing the registration procedure on the registration platform and paying for the registration. After this period, it will be understood that the registered participant waives the registration and all the rights conferred to by the condition of the participant, including the collection of the participant's bag.

4. PAYMENT CONDITIONS:

The user declares that he/she has full ability to use credit cards, and states that the one to be used is his/her own credit card.

The data saved by the website and / or the payment gateway constitute proof of the transactions between the website and users.

The accepted credit cards are: Visa and MasterCard. In the case that the POS (Point of Sale) reports the refusal of the card, the registration process is automatically canceled.

For your safety, the 312 Bike & Tours has relied the payment system by credit card to a payment gateway. The entered bank details are encrypted and transmitted securely to the bank servers and are then verified by the issuing bank to prevent fraud and abuse.

This method of data entry is guaranteed by SSL encryption technology (Secure Socket Layer) -128

5. CONDITIONS OF PARTICIPATION IN THE MALLORCA312:

The user declares to have read, understand and accept all the conditions that are contained in the Event Regulations.

In addition, and especially, users declare to have read, understand and accept the following conditions of participation in the Mallorca 312:

1. The user will be taking part on April 28th 2018 in the Mallorca 312 – Giant – Taiwan, in one of its different tours of 312, 225 or 167 km.
2. 2. The user declares to know the content of the Test Regulations, which he completely accepts. The user is aware that the cyclo-sporting test shall be subject to that specified in its Regulations, and that said specifications may be modified, for example in terms of departure times, final routes, etc., according to justified circumstances, such as administrative requirements, road and weather conditions, etc.

   The user declares to know the contents of the Test Regulations, which they fully accept, and to know that Mallorca 312 - Giant - Taiwan, Mallorca 225 and Mallorca 167 are cyclo-sportive tests regulated by article 9 of the Cycling for All Regulation of the RFEC, that is to say, as a free speed cyclo-sport test, with a significant degree of difficulty (kilometrage or slope) and, where participation and individual effort are part of the motivation for personal improvement.

3. The user declares that he/she is in a good health condition to take part in a resistance r ultra- resistance sportive event.
4. The user is the only one responsible for the care and safe-keeping of his/her material, including loss or damage of the personal items, as well as theft or other reasons.
5. The user undertakes to abide by the rules of the Spanish Road Safety Act and its Regulations, taking proper care for his/her own safety and that of the other participants and users of the public highway.
6. The user exonerates the 312 Bike & Tours, the president and executive committee of the Club Ciclista Artanenc, the Federación Española de Ciclismo, the Federació de Ciclisme de

las Illes Balears and/or any other individual or legal entity connected with the organisation of the event from any liability arising from any accident due either to reasons of traffic or to sporting accidents.

7. The user accepts to exercise extreme precautions for any kind of unforeseen events or vehicles that might be driving on the route.
8. The user knows that there are hazardous stretches on which he/she must take special care. Also that there are prolonged descents with bends on which he/she will reduce speed in order to avoid harm to him/herself and/or others. And that there are stretches on which the state of the road does not conform to adequate safety conditions, and different tunnels which may NOT be lit and he/she exonerates the organisers from liability for any harm he/she may suffer due to the poor state of the road or due to a defect in the road traffic infrastructure.
9. The user knows that the possibility of suffering a sports accident is inherent to cycling, and he/she personally assumes liability for any accident he/she may cause to him/herself, other participants in the event and a third party unconnected with the event, exonerating the organisers from any liability arising from such accidents.
10. The user authorizes the organizers of Mallorca 312 to record all or part of their participation therein, accepts the use of their image to promote and broadcast images of Mallorca 312 or any other event organized or commercialized by 312 Bike& Tours SL or any other related to 312 Bike & Tours SL, in all formats (radio, print, video, photos, DVD, internet, posters, media, etc.) and transfers all rights to commercial exploitation and advertising deemed appropriate, without any entitlement to receive financial compensation.
11. Registrations are strictly personal and non-transferable, they cannot be used by anyone other than the person registered. It is not possible to substitute one participant for another. Participants must personally collect their bib number, with a valid identification (ID or passport). The collection of the bicycle plate by anyone other than the registered participant is not allowed.

6. COST FOR PARTICIPANTS AND THE BREAKDOWN BETWEEN THE PRICE OF THE REGISTRATION, THE PURCHASE OF THE JERSEY AND THE EXPENSES OF THE REGISTRATION PLATFORM:

The total cost for participants (including the price for registration and bib number, the purchase of the official jersey for the race and the registration platform expenses) are as follows:

First period (applicable to the first 1,000 registered): 80€

Second period (applicable to the next 1,001 to 6,000 registered): 85€

Third period: regular price (applicable to those registered from 6,001 on): 90€

In addition to the above cost, cyclists not federated by the RFEC must pay 12 Euros for the purchase of participant's insurance. Federated RGEC cyclists who register must present their valid license when they collect their bib number. Failure to present said license at that time will entail the payment of 12 Euros for insurance. The amount of 12€ for insurance will in no way be reimbursed should the participant obtain a license afterwards.

The total cost for the participant includes the registration fee, the purchase of the official jersey for the event, registration platform expenses, and according to the following breakdown:

Jersey price: 40€.

Management fees: 10€.

Registration and bib fees, depending on the time of registration, which are: First period 30€. Second period 35€. Regular price 40€.

Whenever the purchase of the official jersey is mandatory, as well as the use of it during the event, participants will receive a single charge for the total cost of participation as defined in point 3.2 above.

7. RIGHT OF WITHDRAWAL:

The user may withdraw his/her registration without any reason within 14 calendar days from the date of registration. The user should send his/her withdrawal request via email to the address info@mallorca312.com, indicating his/her intention to withdraw the registration and attaching a copy of his/her registration confirmation e-mail and a bank account number for returning the registration fee. The 312 Bike & Tours will confirm receipt of the request by e-mail. The 312 Bike & Tours will refund the registration fee via wire transfer within 14 calendar days from the date of withdrawal request. Any withdrawal that does not follow this process and those made after the deadline will not be processed.

The organization makes available to participants the possibility of contracting a cancellation insurance offered by COOPER & IDEM SPORT S.L.U. This can be purchased during the registration process. They can consult the general conditions at https://blog.rockthesport.com/seguro-de-cancelacion/.

8. REIMBURSEMENT SHOULD THE EVENT BE CANCELED:

In the event that the celebration of the event is postponed due to force majeure, before the test begins, participants may choose to continue with the registration for a new date, at no cost, or expressly communicate that they will not participate, in which case their bib number will be

canceled, and they will have the right to be reimbursed for the registration and bib fees. In no case will the management costs or the price of the jersey be refunded, which will be sent to them by post or courier, with the organizer paying the shipping costs.

Without prejudice to the right of withdrawal of all the participant's costs, which may be carried out within 14 days after the formalization of the registration, should it be due to the test being suspended or postponed, the jersey will be sent by mail or courier. Said jersey may not be returned for health reasons and/or hygiene, and in no case will a new right of withdrawal be utilized upon receipt of the jersey.

9. PERSONAL INFORMATION:

In accordance with the provisions of the Organic Law 3/2018, dated December 5, regarding the Protection of Personal Data and guarantee of digital rights (hereinafter, LOPD) and Regulation (EU) 2016/679 of the European Parliament and the Council dated April 27, 2016, relating to the protection of natural persons with regard to the processing of personal data and the free movement of these, better known as the General Data Protection Regulation (hereinafter, RGPD), as well as the regulations developing this, 312 BIKE & TOURS, SL informs you that the personal data obtained through the registration platform will be included in an automated file Managed by 312 BIKE & TOURS SL (hereinafter, 312 Bike & Tours) with registered office in Carrer de Rafel Blanes, 90, 07570, Artà, Illes Balears, registered in the Mercantile Registry of Palma de Mallorca on July 7, 2016, in Volume 2,666 of the Archive, General Section, page 26, section 8, sheet number PM- 79. 193, 1st registration, and fiscally identified by the Ministry of Economy and Finance of Spain with the CIF number: B-57.967.622.

The automated collection and processing of Personal Data is intended to manage the relationship with the User, as well as the information and marketing tasks for the service and related activities, as well as for statistical and improvement purposes insuring the quality of service.

The personal data provided by the User is understood to be true and correct, the latter being solely responsible for the fact that the information provided is correct and truthful. The period during which the personal data collected on the form will be kept for four years, once the User has unsubscribed.

312 Bike & Tours is committed to fulfilling its obligation of secrecy of personal data and its duty to keep it and adopts all technical and organizational measures to guarantee the security of personal data and prevent its alteration, loss, treatment or unauthorized access, taking into account the state of technology, the nature of the data stored and the risks to which they are exposed, all in accordance with the provisions of the RGPD.

This Website has the information security measures generally used to prevent unauthorized access to personal data.

Users consent to the processing of their personal data that they have voluntarily provided, with prior express consent, in order to send information by any means about our products, services, offers or special promotions, for which we may prepare user profiles that allow them to make personalized offers. These communications include the word ADVERTISING.

Likewise, we inform you that said data may be transferred, and users expressly consent to said transfer, for the purposes mentioned above to the company ARRIERE DU PELOTON, SL (hereinafter, ARRIVO CYCLING) whose activity is that of a retail travel agency specialized in sports tourism, in order to communicate offers and promotions of a tourist and sports nature, as well as for statistical purposes and to improve the quality of the service. The consent for the communication of personal data is revocable. ARRIERE DU POLOTON, S. L. is obliged, by the mere fact of communicating the data, to observe the provisions of the RGPD.

Except for the previous provision, the personal data that you have voluntarily provided to 312 Bike & Tours will not be transferred to any other entity or company, except in the specific cases in which said transfer is covered by the RGPD. However, without prejudice to the foregoing, users accept the transfer to third parties of the data that they have voluntarily provided that is strictly necessary for the fulfillment of the requested service.

We inform you that, in accordance with the RGPD, you can freely exercise your rights of access, rectification, deletion, limitation of treatment, portability and opposition of any of your granted consent by writing to 312 Bike & Tours SL with registered office in Carrer de Rafel Blanes, 90, 07570, Artà, Illes Balears, or by sending us an email to the following address: info@milestoneseries.cc.

Please read this privacy statement carefully before formalizing the registration, so you can fully understand how we process your personal data. The formalization of the registration implies the acceptance of our privacy policy. Otherwise do not use this Site.

Should users have any questions about data protection or their right to privacy, we ask that they contact 312 Bike & Tours by any of the indicated means to exercise the right of withdrawal.