



Terms and Conditions of Use

of the njuko.com Application

NJUKO, a French SAS company with a share capital of 226,530 euros, registered with the Bayonne Trade and Companies Register under number 750 866 675 and whose registered office is located at 65 avenue de Bayonne, Espace Agorreta, 64210 Bidart has developed a SaaS platform that mainly manages registrations for sporting events ("Events"). In this respect, Njuko acts as a simple intermediary and is mandated by Sports Event Organisers to collect the amount relating to the Tickets and manage any reimbursements in accordance with the terms and conditions of the Rules of the Sports Event in question. Consequently, these general terms and conditions deal only with the registration and sale of Tickets and under no circumstances the Event itself, as the Participant must first read and accept the conditions linked to the Event's Rules.

Once the Rules of the selected Sports Event have been accepted, the Participant will be able to use the Njuko Application to purchase its Ticket and, where applicable, to purchase or subscribe to the Options offered on the Application.

1. Definitions

Each of the expressions mentioned below shall have the meaning given to it in these General Terms and Conditions, whether used in the singular or plural, namely :

- "Application": means the web interface enabling Participants to register for a Sports Event managed by the Organiser and, where applicable, to purchase or subscribe to Options.

- "Ticket": means the title to participate in the Sports Event organised by the Organiser.

. "Chargeback": means the operation whereby a Participant repudiates with its bank the payment made online on the Application, and thus blocks the payment of its registration and/or Options purchased retrospectively.

- "Njuko General Terms and Conditions": refers to these general terms and conditions of use of the Njuko Application by the Internet User which apply to the purchase of the Ticket and the purchase or subscription of Options.

. "Partner Terms and Conditions": refers to the general terms and conditions of Njuko's partners, applicable to the Partner Options.

. "Specific General Terms and Conditions": refers to the General Conditions appropriate to the order, i.e. either the Njuko General Terms and Conditions or the Partner Terms and Conditions.

. "Sports Event": means any sports event managed by the Organiser.

. "Internet User": means the physical person who registers for a desired Sports Event via the Application. The Internet User is a Participant if he/she participates himself/herself in the Sports Event or may register on behalf of a third party Participant if he/she does not participate in the Event.



. "Organiser": refers to the physical or legal person, club, association or any other legal body that uses the Njuko Application Platform to (i) market the tickets of a Sports Event and/or to (ii) manage the registrations for that Sports Event.

. "Option": product or service to which the Internet User or Participant may subscribe, in addition to the Ticket. There are Options managed by Njuko subject to these General Terms and Conditions (Njuko Options) and Options managed by Njuko Partners subject to the Partners Terms and Conditions (Partner Options).

- "Participant": means the physical person who will actually take part in a Sports Event and under whose name the Ticket, acquired via the Application, is issued.

. "Rules": refers to the terms and conditions of participation in the Organiser's Sports Event that must be validated by the Internet User before his/her Ticket is purchased.

- "Website" or "Website": means the website published by Njuko SAS, accessible at the URL www.njuko.com and allowing access to the Application through which the Tickets and, where applicable, the Options can be ordered. - "Transaction": means any online payment transaction carried out via the Application.

2. Purpose

The purpose of these General Terms and Conditions is to define the conditions under which the Internet User uses the Application to (i) purchase a Ticket and, where applicable, (ii) subscribe to Njuko Options.

It is expressly reminded that these General Terms and Conditions do not govern the conditions relating to the Sports Event itself in which the Participant wishes to participate, subject to the Organiser's Rules, nor the conditions of subscription to the Partner Options which are the subject of the specific Partner Terms and Conditions. Under no circumstances can Njuko, in its capacity as Ticket distributor, be held responsible for any incident relating to the Sports Event.

The contractual relationship between Njuko and the Participant or the Internet User shall be governed exclusively by the present Njuko General Terms and Conditions, full and complete adherence to which is compulsory.

These Njuko General Terms and Conditions are subject to change and modification by Njuko at any time. The Participant and/or the Internet User therefore undertake to read and accept them for each Transaction.

By accepting these Njuko General Terms and Conditions, the Internet User guarantees that he/she is at least 18 years old and legally capable of entering into a contract.

3. Access to the Application

Access to the Application allows you to register for a Sporting Event and, as an accessory, to order Options.

3.1 Registration for a Sports Event



3.1.1 Issuing the Ticket

To register for a Sports Event, the Internet User must log on to the page relating to the Sports Event.

Registration implies unconditional acceptance of the Organiser's Rules and then acceptance of these Njuko General Terms and Conditions for the purpose of obtaining the Ticket[lwa1] . The Internet User guarantees the accuracy of the data transmitted at the time of registration and undertakes - if necessary - to update it as soon as necessary.

Failure to correct and/or update his/her data exposes the Participant to the risk of not being able to participate in the Sports Event for which he/she is registered without the possibility of recourse against Njuko or the Organiser, under the conditions of the Rules.

When a Participant registers, the Application generates a reservation number for each Ticket; this number will subsequently allow the Participant to modify, if necessary, the data of his/her registration. In order to modify his/her registration, the Participant must enter his/her e-mail address communicated at the time of registration and the reservation number. The reservation number is strictly personal and confidential. The Ticket is nominative and non-transferable. The Participant is responsible for the confidentiality of his/her identifier and reservation number. Any use of the Application using the Participant's email address and reservation number is deemed to be made under the Participant's responsibility. The Ticket is sent by email. If the Internet User does not receive his/her Ticket within one hour of purchase, he/she may request a copy by email by contacting bonjour@njuko.com or present him/herself with his/her identity card at the Event venue to collect a copy of his/her Ticket.

3.1.2 Use of the Ticket

The Ticket is personal and non-transferable. It is necessary to collect the race number with a valid identity document under the conditions indicated in the Rules of the relevant Sports Event. The acquisition of this Ticket implies adherence to the Rules specific to the Event appearing on the Organiser's website.

3.2. Subscription to Options

The Internet User may order or subscribe to the Options offered with the Ticket relating to the Sports Event, subject to validation of the corresponding Specific General Terms and Conditions.

3.3 Validation of orders

Before finalizing the registration, the Internet User has the opportunity to check it and may modify it at his/her convenience.

The Participant will be definitively registered once the confirmation screen is displayed on the Internet User's screen. An order is considered irrevocable and implies for the Internet User the obligation to pay the price indicated.

By clicking on the "Validate" button after the order process, the Internet User declares that he/she accepts the order and all of these Njuko General Terms and Conditions in full and without reservation. The data recorded by Njuko is authentic and constitutes proof of the successful Transaction.



4. Payment of Tickets and Options

4.1 Njuko is a third party outside the commercial relationship existing between the Organiser and, where applicable, the Partners on one hand and the Participants on the other hand for each Sports Event and Option subscribed to. In fact, Njuko makes all payments in accordance with the General Terms and Conditions of the Event accepted by the Internet User at the time of registration and the Partner Terms and Conditions of each Option subscribed. Njuko benefits from an exemption from banking authorisation issued by the ACPR (Autorité de Contrôle Prudentiel et de Régulation), under the reference D17-00399, authorising it to manage third party accounts.

4.2 The amounts of registrations and Options are indicated in the Organizer's chosen currency, including all taxes.

The Organiser reserves the right to modify its prices at any time but the products will be invoiced on the basis of the rates in place at the time of registration.

4.3 Terms of settlement

Depending on the Sports Events, payments may be made by various payment methods (credit cards, Apple Pay, bank transfers, cheques, etc.) as mentioned on the payment page of the Event concerned.

Credit card payments are made through a secure payment system. Due to the fraud protection devices, it is possible that certain types of cards may exceptionally not be accepted and Njuko SAS cannot be held liable in this respect.

The payment will appear with the following wording on the Participant's Transaction record: sport ticket or sport ticketing.

Payment by cheque is equivalent to taking an option. In the case of a payment by cheque, the cheque must be received before the date of the Event in order to definitively validate participation in the Event, at the Event's address. The option made when choosing the method of payment by check remains valid as long as the Event still has available places. After this limit, if the cheque has not arrived at the above address, the option will be cancelled automatically.

A proof of order, (if the Organizer has activated the option), is automatically sent by- email as soon as the payment has been registered.

In order to be valid, the Ticket must not have been the subject of a fraudulent payment or an unpaid amount on the bank card used for the order, commonly known as Chargeback in the Application, in which case the Ticket will be automatically cancelled.

5. Operation of the Application

Njuko shall use all necessary means to ensure 7/7 access and the proper functioning of the Application. However, Njuko reserves the right to interrupt access at any time, for one of the following reasons: (i) in the event of force majeure, (ii) in the event of misuse, use or attempted misuse, fraudulent or in breach of these Njuko General Terms and Conditions, by the Internet User or by a third party, (iii) for maintenance operations.



It is reminded that Njuko cannot be held responsible for the Participant's inability to access the Application due to disruption or difficulties related to the Internet network or any other cause beyond Njuko's control.

6. Right of withdrawal, cancellation and refund procedures

In accordance with Article L 221-28 of the French Consumer Code, the Tickets cannot be subject to a right of withdrawal. All orders are firm and final.

Unless otherwise specified in the Specific General Terms and Conditions, any Options offered may not be subject to a right of withdrawal in accordance with the provisions of Article L.221-28[lwa2] .

It is reminded that Njuko manages the payment of Tickets and Options in accordance with Article 4 of these Njuko General Terms and Conditions but does not manage refunds.

Requests for reimbursement in all their forms are managed by the Organiser directly in accordance with the provisions of the Event's Rules and according to the policy that the Organiser [lwa3] may put in place.

Therefore, Njuko be held responsible for any problem relating to a refund.

7. Responsibility

Njuko shall be as of right (de plein droit) liable to the Internet User for the proper performance of the obligations arising from the contract.

Njuko can exonerate itself from all or part of its responsibility by providing proof that the non-performance or poor performance of the contract is coming from either the Internet User, or the actions of a third party, or a case of force majeure. In particular, Njuko may not be considered liable for any change of Organizer's Rules, postponement or cancellation of the Event due to the Organiser's decision or to a competent authority's decision (e.g. a prefectoral or ministerial decree prohibiting the Event) or in case of a terrorist act.

8. Collection and processing of personal data (privacy policy)

Njuko only collects data in its capacity as a subcontractor on behalf of the Organiser for Tickets and Options and on behalf of the Partners for Partner Options.

Reference is made to the data management policy of the Organiser and the Partners concerned.

9. Evidence

It is expressly agreed that, unless Njuko makes a manifest error, the data stored in the Platform/Application and in the e-mail tools used by Njuko, shall have evidential value with regard to past registrations and subscriptions and the fulfilment of the obligations of the Parties. The data on computer or electronic media stored by Njuko constitute evidence and, if they are produced as evidence by Njuko in any litigation or other proceedings, they shall be admissible, valid and enforceable between the Parties in the same manner, under the same conditions and with the same probative force as any document which is drawn up, received or stored in writing.



10. Miscellaneous

10.1 Nullity

The nullity or inapplicability of any of the stipulations herein shall not entail the nullity of the other stipulations, which shall retain their full force and scope. The parties then agree to replace the clause declared null and void by a clause that comes closest in content to the clause initially agreed upon.

10.2 Temporary waiver of a right

The fact that one of the parties does not exercise, on one or more occasions, the rights, options, claims or actions reserved to it under these Njuko General Terms and Conditions shall not be interpreted as a waiver or refusal to exercise that said right, to exercise that said option, to make that said claim or to exercise that said action.

11. Dispute

The present General Conditions are subject to French law. In the event of a dispute, the Participant shall first contact Njuko SAS by email (bonjour@njuko.com) to try to reach an amicable solution. In the absence of an amicable solution, the Internet User or Participant may refer in writing to the mediation service of [COORDINATES] to which Njuko belongs, for any consumer dispute whose settlement would not have been successful.

If no solution is found within 2 months or in the event of an unsatisfactory response, either Party may bring the matter to the competent French courts. Any proceedings or any dispute arising from this contract shall be subject to the jurisdiction of the court of the defendant's place of residence or, at the defendant's option, the court of the place where the service was provided.

12. Notifications to Njuko SAS

Any notice sent to Njuko SAS in connection herewith shall be sent by post to : Njuko SAS - Customer Service, 65 avenue de Bayonne - Espace Agoretta - Lot 205 - 64210 BIDART.

[lwa1]Provide a link to the organizer's rules and tick box[lwa2]Tickets, lunches for a given date, donations cannot give rise to a right of retraction but t shirts (except if they are personalized) give rise to a right of withdrawal within 14 days of delivery; this must be indicated in the GTCs T-shirt[lwa3]It will be necessary to remain vigilant on the options if some new ones benefit from a right of retraction; it will be necessary to manage the remboursements (example as shown, a t shirt non-personalised is subject to a right of withdrawal in theory