GENERAL TERMS AND CONDITIONS - EUROPEAN SCHOOLS' CUP

1. PURPOSE AND SCOPE

Sailing Passion a.s.b.l. (the "Organizer") organises the European Schools' Cup (the "Event"), a sailing event for young participants aboard chartered sailing yachts.

The dates, destination, programme, participation fees, transport arrangements and other practical information applicable to each edition are published on the Organizer's website and/or communicated to registered participants.

The sailing programme may be modified whenever required by weather conditions, safety considerations or operational circumstances.

2. SAILING YACHTS AND SERVICES

The sailing yachts are provided by independent charter companies and are not owned by the Organizer.

The services included in the participation fee are those indicated on the Organizer's website for the relevant edition.

Participants are expected to take part in daily life aboard, including meal preparation and keeping the yacht tidy.

Each yacht is inspected at check-in and check-out in accordance with the charter company's procedures.

3. TRANSPORT

Transport arrangements, including departure and arrival points and times, are communicated by the Organizer.

4. NAVIGATION AND AUTHORITY OF THE SKIPPER

The skipper has sole authority over the navigation and safety of the yacht and decides whether to sail, alter the planned route, seek shelter or remain in port.

All participants must comply with the skipper's instructions while aboard and during sailing activities.

Changes made for safety, weather or operational reasons do not entitle participants to compensation.

5. OBLIGATIONS OF PARTICIPANTS

Participants must:

5.1. comply with safety instructions and respect the skipper, co-skipper, other crew members and the Organizer;
5.2. take reasonable care of the yacht and all equipment provided;
5.3. behave responsibly aboard and ashore;
5.4. respect the environment and never throw waste overboard;

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5.5. be able to swim at least 25 metres and be medically fit to participate in sailing activities;
5.6. hold all identity, travel and parental authorisation documents required for the journey and destination.

Participants are responsible for damage resulting from deliberate misconduct, negligence or improper use of the yacht or equipment.

6. REGISTRATION, PAYMENT AND CANCELLATION

6.1. Registration is made through the Organizer's website and becomes effective upon receipt of the required payments.

6.2. Any cancellation must be notified to the Organizer in writing.

6.3. In the event of cancellation by the participant:

1. Flight cost: non-refundable;
2. Participation fee:
   a) cancellation more than 30 days before departure: 45% refunded;
   b) cancellation 30 days or less before departure: no refund.

6.4. If a cancelling participant is replaced by another student accepted by the Organizer, all amounts paid will be refunded once payment from the replacement participant has been received.

6.5. Participants who do not use the transportation organised by Sailing Passion are solely responsible for arranging and paying for their own travel. The Luxair flight cost is not payable in such cases. No contribution or reimbursement will be made by Sailing Passion towards the cost of such self-arranged travel.

7. FORCE MAJEURE AND CHANGES TO THE EVENT

7.1. The Organizer may modify, shorten or suspend the sailing programme where required by weather conditions, safety considerations, decisions of competent authorities, transport disruption or other circumstances beyond its reasonable control. Such changes do not entitle participants to compensation or reimbursement.

7.2. If the Event cannot take place or must be cancelled due to circumstances beyond the Organizer's reasonable control, any refund shall be limited to amounts actually recoverable by the Organizer after deduction of non-refundable costs already incurred or committed to third-party providers. No additional compensation shall be due.

7.3. Unfavourable weather preventing or limiting sailing on one or more days, requiring a change of route or requiring the yachts to remain in port does not constitute cancellation of the Event and does not entitle participants to a refund.

8. LIABILITY AND INSURANCE

8.1 Sailing Passion takes all reasonable measures necessary for the proper organisation of the Event but cannot be held responsible for the acts or omissions of independent third-party providers, including charter companies and transport operators, except where liability cannot legally be excluded.

8.2 Sailing Passion is not responsible for the loss, theft or damage of participants' personal belongings.

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8.3 The charter companies are responsible for maintaining the legally required insurance coverage for their sailing yachts. Sailing Passion additionally arranges insurance covering the charter deposit (damage waiver) and third-party liability insurance for skippers.

8.4 All insurance coverage is subject to the terms, limits and exclusions of the applicable insurance policies.

9. DATA PROTECTION AND IMAGES

9.1 Personal data collected by Sailing Passion are processed in accordance with the GDPR and applicable Luxembourg law for the purposes of registration, organisation and management of the Event. Participants may exercise their applicable data-protection rights by contacting info@sailingpassion.lu.

9.2 Where participants have agreed to receive information about future Sailing Passion activities, they may unsubscribe from such communications at any time.

9.3 Photographs and videos may be taken during the Event by or on behalf of Sailing Passion. Participants authorise Sailing Passion to use and publish such material in connection with its activities, including on its website, newsletters, social media and promotional material.

10. APPLICABLE LAW, JURISDICTION AND ACCEPTANCE

10.1 These General Terms and Conditions are governed by Luxembourg law.

10.2 Any dispute arising in connection with the Event or these General Terms and Conditions shall fall within the jurisdiction of the competent courts of Luxembourg, subject to any mandatory legal provisions to the contrary.

10.3 If any provision of these General Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.4 In the event of any discrepancy between language versions, the French version shall prevail.

10.5 By completing the registration, the participant and, where applicable, their parent or legal representative confirm that they have read and accepted these General Terms and Conditions.

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