GENERAL TERMS AND CONDITIONS

Siggy's Cup

1. PURPOSE AND SCOPE

1.1 Sailing Passion a.s.b.l., hereafter the "Organizer", organizes the Siggy's Cup, a recreational nautical meeting with sailing yachts.

1.2 The event takes place at the dates and location indicated on the Organizer's website.

2. SAILING YACHTS AND SERVICES

2.1 Sailing yachts are booked through Charter Companies selected by the Organizer. The yachts are not the property of the Organizer.

2.2 The services included in the yacht booking and participation fee are those indicated on the Organizer's website.

2.3 Meal preparation and the daily tidying of the yacht are the responsibility of the crew.

3. TRAVEL

3.1 Travel to and from the nautical meeting is arranged and paid for individually by each participant.

3.2 The Organizer assumes no responsibility for such travel.

4. NAVIGATION AND AUTHORITY OF THE SKIPPER

4.1 The Organizer proposes the sailing programme and routes.

4.2 The skipper remains solely responsible for deciding the actual route, whether to sail, where to anchor and whether to seek shelter in a port.

4.3 The skipper shall comply with applicable safety rules, legal requirements and the instructions relating to the yacht provided by the Charter Company.

4.4 The skipper is responsible for returning the yacht at the place, date and time required by the Charter Company.

5. OBLIGATIONS OF PARTICIPANTS

5.1 Participants shall follow the skipper's safety instructions while aboard the yacht.

5.2 Participants shall take proper care of the yacht and all equipment provided.

5.3 Each participant must be able to swim at least 25 metres and be medically fit to sail.

5.4 Participants are responsible for their personal conduct and for any damage caused by them.

5.5 Participants shall respect the environment both at sea and ashore.

6. REGISTRATION, PAYMENT AND CANCELLATION

6.1 Yacht booking is made online through the Organizer's website and requires acceptance of these General Terms and Conditions. The booking becomes effective upon receipt of the required payment.

6.2 Yacht booking payments are refundable only to the extent that the corresponding amounts are recovered by the Organizer from the Charter Company.

6.3 Crew registration must be completed no later than one month before departure.

6.4 Once crew registration has been completed and the participation fee paid, the participation fee is non-refundable.

7. FORCE MAJEURE AND CHANGES TO THE EVENT

7.1 The Organizer may modify, shorten or suspend the sailing programme due to weather conditions, safety considerations, decisions of the authorities or other circumstances beyond its reasonable control. Such changes do not give rise to compensation or reimbursement.

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7.2 If the event cannot take place or is cancelled due to circumstances beyond the Organizer's reasonable control, any refund shall be limited to amounts actually recoverable after deduction of non-refundable costs already incurred or committed.

7.3 Unfavourable weather conditions limiting sailing or requiring yachts to remain in port do not constitute cancellation of the event and do not give rise to reimbursement.

8. LIABILITY AND INSURANCE

8.1 The Organizer takes reasonable measures for the proper organisation of the event but shall not be responsible for acts or omissions of independent third-party service providers, except where liability cannot legally be excluded.

8.2 The Organizer assumes no responsibility for loss, theft or damage to participants' personal belongings.

8.3 Sailing yachts are insured by the relevant Charter Companies.

8.4 The Organizer additionally arranges insurance covering the charter deposit (damage waiver) and third-party liability insurance for the skippers.

8.5 All insurance coverage is subject to the applicable terms, limits and exclusions.

9. DATA PROTECTION AND IMAGES

9.1 Personal data are processed in accordance with applicable data protection legislation, including Regulation (EU) 2016/679 (GDPR).

9.2 Personal data may be processed and, where necessary, shared with Charter Companies, service providers, insurers or competent authorities for the organisation and administration of the event.

9.3 Participants may exercise their applicable data protection rights by contacting the Organizer at secretariat@sailingpassion.lu.

9.4 The person completing the crew registration shall inform all crew members that photographs and videos taken during the event may be used by the Organizer on its website, newsletters, social media and promotional materials. Any participant who does not wish to appear in such material must inform the Organizer before the event.

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 these General Terms and Conditions shall fall within the jurisdiction of the Luxembourg courts.

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

10.4 Completion of a yacht booking or crew registration constitutes acceptance of these General Terms and Conditions.

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