



2022 General terms and conditions TRAINING CAMPS & TOURNAMENTS

By registering, the participant accepts all the following general terms and conditions:

1. Payment

With the registration the participation fee is due according to the booked service per person.

2. Registration, confirmation, cancellation due to failure to reach the minimum number

2.1 With your registration you offer BVAW the conclusion of a binding contract for participation in the event specified in the registration form. The contract is concluded when we confirm the booking of the event in writing.

2.2 The application is also made by the applicant for all the items listed in the application/lists with listed participants, for whose contractual obligations the applicant is responsible as for his own obligations

2.3 BVAW training camps & tournaments are open to all adults 18 years and older.

2.4 The BVAW training camps are confirmed upon reaching a minimum number of participants of 20 people for each camp. Therefore, BVAW, 21 days before the start date of the booked Camp, will send each regularly registered participant the confirmation of the event or its cancellation due to failure to reach the minimum number.

In the case of cancellation due to failure to reach the minimum number, BVAW will refund the entire participation fee within 15 days following the cancellation notice.

No other costs or expenses incurred by the participant (flights, transport, hotels, rentals and any other expenses related to the participant's travel and stay) can be requested from BVAW by way of reimbursement or compensation.

The participant has the right to ask to keep the registration by moving it to a subsequent event on the BVAW calendar. In that case BVAW will deliver a voucher to use on the next BVAW events.

BVAW recommends the conclusion of a travel cancellation insurance.

3. Cancellation due to COVID, force majeure, government provisions

3.1 BVAW cannot be held responsible for any cancellation or non-participation in one or more camps/tournaments in the following cases beyond its control:

a) for all causes related to the pandemic and health situation linked to COVID19, both in the participant's country of departure and in the country where the camp is held.

b) for the impossibility and prohibitions to travel related to COVID19 or other causes of force majeure.

c) for the impossibility or prohibitions to carry out sporting events or sporting activities related to COVID19 or other causes beyond the responsibility or will of BVAW.

d) For the inability to comply with the obligations laid down by the health or government authorities regarding COVID19 or other causes of force majeure (natural, unavoidable catastrophes, armed conflict/war, hurricane or a tornado, other pandemics situations)

In all these cases, BVAW will refund the entire participation fee (less bank fees for the transfer of funds) within 15 days following the notice of cancellation via voucher available for a next BVAW event.

No other costs or expenses incurred by the participant (flights, transport, hotels, rentals and any other expenses related to the participant's travel and stay) can be requested from BVAW by way of reimbursement or compensation.

BVAW recommends the conclusion of a travel cancellation insurance.

4. Withdrawal by the participant(s), cancellation fees

4.1 It is possible to withdraw from participation at any time before the event begins.

The declaration of withdrawal from the event must be made in writing.

If a participant withdraws or if the participation to the event is not commenced for reasons for which BVAW is not responsible, BVAW is authorized to withhold the total amount the registration fee as compensation for the arrangements made and expenses incurred.

BVAW recommends the conclusion of a travel cancellation insurance.

4.2 The fee tournament refunds will be accepted only for injuries.

In case of the player will be injured before the tournament it will possible to refund his tournament fee(s) only if he sends an email to info@bvaw.org until 10 days before the event with attached an official doctor injury certificate.

The tournament fee refund will be effective 2 weeks after the end of the event with a deduction of 5% due to the commissions of the different operations.

The participant has the right to ask to keep the registration by moving it to a subsequent event on the BVAW calendar. In that case BVAW will deliver a voucher to use un the next BVAW events.

5. Withdrawal and termination by BVAW

5.1 BVAW can cancel the contract without notice, if the participant disturbs the execution of the event despite a warning by BVAW or if he behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified. If BVAW cancels the contract, BVAW reserves the right to the participation fee minus the value of the saved expenses as well as the saved advantages, which result from a different use of the not taken up achievements.

6. Sports programme

BVAW reserve the right to change the program if there are legitimate reasons to do so. BVAW assumes no liability for the non-execution or incomplete execution of the program as a result of circumstances beyond BVAW's control.

7. Declaration of good health and release

By registering, the participant declares to be in good health and to have been previously visited by a doctor or health facility of his choice before the start of the trip and participation in the event.

The participant expressly exempts BVAW from any liability related to illness or health problems that may occur during participation in sporting or extra sporting activities.

The participant also exempts BVAW from liability for any injuries that may occur during participation in sporting or extra-sporting activities.

In all these cases the participant expressly renounces to request any form of reimbursement or compensation.

8. Liability, exclusion of claims

8.1 BVAW is not liable for possible damages, accidents, losses and other irregularities during the outward and return journey to the holiday resort, because the transport risk is borne by each participant himself.

8.2 BVAW is not liable for any disruptions to services, personal injury or damage to property in connection with third-party services, which are merely mediated or organized by the participants themselves. BVAW is generally not liable for force majeure.

8.3 Participation in sports and other leisure activities is the responsibility of the participants and fellow travellers. Sports facilities, equipment and vehicles should be checked before use.

BVAW recommends taking out accident insurance.

8.4 Every participant is obliged to cooperate within the scope of the legal regulations in order to avoid possible damages or to keep them to a minimum. Defects or malfunctions must be reported immediately to the BVAW employees on site; BVAW recommends the written form. If a participant does not fulfil this obligation through his own fault, he is not entitled to any claims in this respect.

8.5 BVAW employees on site are not entitled to acknowledge any claims.

8.6 Claims due to non-contractual performance of the booked event are to be asserted within one month after the contractually stipulated end of the event at BVAW. We recommend the written form. After the deadline has expired, you can only assert claims if you were prevented from adhering to the deadline through no fault of your own.

9. Exclusion from participation

If it turns out that a participant behaves in such a harassing or severely unsportsmanlike, the participant in question can be excluded from the participation and must immediately leave the venue at his own expense. In such cases, he is not entitled to any form of reimbursement of the unused participation fee.

10. Fee tournament refunds in case of injury

The fee tournament refunds will be accepted only for injuries.

In case of the player will be injured before the tournament it will possible to refund his tournament fee(s) only if he sends an email to info@bvaw.org 21 days before the event with attached an official doctor injury certificate.

The tournament fee refund will be effective 2 weeks after the end of the event with a deduction of 5% due to the commissions of the different operations.

11. Personal accident

All participants in the Event, whether or not they have licenses issued by a sports federation, may take out insurance when they register for the Event or, at the latest, when they collect their race numbers. This policy will pay out a sum in the event of physical injury (death or permanent disability) as a result of an accident that has occurred on the Event route.

Compensation, according to the damages, will be paid if the insured person has an accident while participating in the Event.

12. Material damage

The Organiser will not be held responsible for damage (theft, breakage, loss, etc.) to participants' personal belongings, not even those left in its care. Participants may not, therefore, take action against the Organiser for any damage caused to their equipment. Taking out insurance against such risks is the responsibility of the participant.

13. Use of images

13-1 Participant's image

The Event may be recorded for public communication purposes, in any form (notably through photos, videos, etc.), on any existing or future media, in any format, for any communication to the public around the world, for any use including advertising and commercial use. As such, each participant expressly grants BVAW, its assignees and beneficiaries (notably its commercial partners) permission to record and reproduce, on any media and using any means, and subsequently to reproduce and represent, without remuneration of any kind, their name, voice, image and, more generally, their sporting activity within the context of the Event (hereinafter their "Image"), for a duration which may not exceed 10 (ten) years following the date of the event.

The participant expressly authorizes the Organiser to concede to Event partners sub-licenses for the use of the Image for commercial and advertising purposes.

Each participant grants their full and irrevocable permission, to BVAW, its beneficiaries and its successors (in particular its commercial partners), for the purposes of conducting advertising, promotional or sales campaigns to 1) make any changes, additions or deletions which it judges necessary to use his or her Image under the conditions defined below, 2) include or combine his or her Image with any signatures, catchphrases, slogans, legends, brands, distinctive signs, legal information, visuals and, generally speaking, anything of any kind which BVAW uses, particularly to illustrate communications material in which they are used.

The participant guarantees that he is not bound by an exclusive contract relating to the use of his Image.

BVAW, its beneficiaries, and its successors are expressly forbidden from using a participant's name, voice, or image in any format of a pornographic, racist or xenophobic nature, and more generally are forbidden from any use that is detrimental to the participant's dignity.

Participants are informed and unconditionally accept that their Image may be recorded by the official representatives of BVAW during the Event. Their Image will be accessible in the photo and/or video format on the time to the website in the "Media Gallery" page, in the BVAW Facebook page & group and in the BVAW Instagram account.

In terms of the Event website, participants agree that they may be identified by any internet user using their first or last name, their race number or their region.

The refusal to give such consent involves the inability to participate in the event. BVAW is in charge of the processing of the data.

13.2 Event Images

Any communication of still and/or moving images of the Event recorded by the participant during their participation in the Event must be restricted to personal use and may not, under any circumstances, be used for advertising and/or commercial purposes outside of the Event.

13.3 Aerial filming

Participants are informed that on the day of the Event, remote-controlled drones may be used for the purposes of media coverage; players may find themselves throughout all or part of the Event, within 30 meters of these drones.

If need be, safety instructions will be communicated to them which they must respect.

14. Personal data

Generally speaking, personal data communicated by participants (hereinafter the "Data") is intended for use by the authorized staff of BVAW, the company responsible for processing this data.

As a participant in the Event, you are also advised to carefully read the following provisions:

By choosing to participate in the Event, participants acknowledge that their progress in the tournament is accessible to any Facebook member on the BVAW official Facebook page and group as well as on the Event website, through our competition system and our posts.

At the end of the event, information on your competitive performance (including your result, your photos, and videos) will be published on the Event website, Facebook page/group, and Instagram. Your results may be picked up for use by any media.

If you wish to object to such a publication, for a legitimate reason, you must communicate this decision to the BVAW staff at the address info@bvaw.org, prior to the Event and at least 30 days before the event, so that adequate measures are taken.

15. Respecting the environment

In order to respect the environment and the natural surroundings in which the BVAW event takes place, it is strictly forbidden to leave litter (paper, plastic wrappers) on the beach. Bins will be provided at all our organization tents and in collection areas which will be installed and indicated on different points of the beach. Participants must make use of them when disposing of waste.

Participants must hold onto their litter and wrappers and wait until they reach the places set up by BVAW to dispose of them.

BVAW reserves the right to award penalties or exclude participants from the tournament who deliberately dispose of their waste elsewhere than in these specific areas.

16. Disclaimer of Responsibility

It's mandatory for each individual participants have to sign the Disclaimer of Responsibility at the moment of the Check-in.

17. General Tournament rules

All the participants accept the "General tournament rules"

18. Final clause

The conditions apply to all agreements between BVAW and the contractual partner, regardless of the domiciles of all parties involved and the place where the contract was concluded, as well as the place where the service is to be provided.