

## General terms of purchase

### GENERAL PROVISIONS

#### Seller Information

##### The seller through this website is:

Name: Timing Ljubljana, company for realization of sports programs

Address: Staničeva 41, 1000 Ljubljana, Slovenia

VAT number: SI 17482992, (we are a tax liable company)

Registration number: 5453968000

Contact e-mail address: info@timingljubljana.si

Contact phone number: +386 (0)1 2348 000

Data on entry in the register or other public records: The company is registered as of 23.1.1991.

Bank account number: SI56 0313 4100 0440 526, SKB banka d.d.

#### Website

These terms of business/purchase are liable for customers through the website:

[www.vw-ljubljanskimaraton.si](http://www.vw-ljubljanskimaraton.si)

#### Legislation

Slovene legislation is used to assess these operating conditions.

The operating conditions have been prepared in accordance with the provisions of the Obligatory Code (i.e. OZ, Official Gazette No. 83/2001 and amendments), the Electronic Commerce and Electronic Signature Act (i.e. ZEPEP, Official Gazette No. 98/2004 and amended), the Law on Electronic commerce on the market (i.e. ZEPT, Official Gazette



No. 96/2009 and amended), the Electronic Communications Act (i.e. ZEKOM-1, Official Gazette No. 109/2012 and amended), the Copyright and Related Rights Act (i.e. ZASP , Official Gazette No. 16/2007 and amended), Consumer Protection Act (i.e. ZVPot, Official Gazette No. 98/2004 and amended) and other relevant national and European legislation.

### **Legal principles**

1. The seller respects the principles of legality and fairness in managing the website and selling products.
2. The seller acts in accordance with good business practices and takes into account the diligence of a good expert when complying with his obligations.
3. The seller respects the principle of clarity and, with these terms and conditions, informs buyers clearly and comprehensively about their rights.
4. The seller respects the principle of proportionality in the processing of personal data. It processes only those that are relevant for the purposes for which they are collected and, if necessary, processes them further. The protection of personal data is regulated by the seller in the Terms of Privacy, which are published on the website which allows the customer to be informed in advance.

### **USING THE WEB SITE**

#### **The meaning of the term using the website**

##### **Using this website means:**

1. viewing content on the website, it can also mean:
2. filling out forms on the website,
3. ordering products on the website,
4. registering as a buyer,
5. using any and all web applications,
6. any kinds of comments on customers,
7. other uses depending on the content of the website.

#### **Terms of use of the website**

**Buyers need to use the site responsibly and without causing damage.**

### **It is forbidden to:**

1. violate the copyrights of third parties or infringe other intellectual property rights of third parties,
2. violate the personal rights of third parties (religious, political beliefs, health status and other legally protected rights),
3. encourage hatred or acts of violence,
4. encourage the taking of unauthorized substances,
5. promote phishing,
6. deliberately spread any viruses, worms, defects, Trojan horses, damaged files, swindles or other contents or elements of destructive or deceptive nature;
7. use the website for the purpose of illegal file sharing through peer-to-peer networking,
8. use the system for the mining of bitcoins and other electronic currencies,
9. carry out other acts that violate or promote conduct that constitutes an infringement of criminal law or other applicable rules and rights of third parties.

### **Customer responsibilities**

1. The buyer is obliged to leave the website if he does not agree with the terms and conditions of business.
2. The buyer is obliged to use the website in such a way that it does not cause harm to the website or the seller intentionally or through negligence.
3. The buyer may inform the seller about technical disturbances or failure of a website or content, in case the seller fails to recognize them due to external causes. When these malfunctions can cause damage to the seller, the buyer is obliged to inform the seller immediately.

### **Customer Registration**

1. The buyer is obliged to provide accurate and true information both during and after registration. Any abuse of foreign personal data is prohibited.
2. The buyer is obliged to carefully store the user name and password and not forward it to third parties.
3. The buyer is aware that in the event of the use of false information or the misuse of foreign personal data, the seller may initiate appropriate legal proceedings against him.
4. Customers can register if they are at least 16 years old at the date of registration.



## **Responsibilities of the seller**

The seller is responsible for the proper function of the website and the content it offers, except in cases of force majeure or other reasons on which it has no influence. The seller seeks to resolve technical and content errors quickly in order to facilitate the smooth use of the website and content.

The seller does not assume liability and the buyer can not claim any compensation for any damage that may result from this in the following cases:

1. the damage suffered by the buyer in the event of improper use of the website or failure to comply with these operating conditions,
2. grammatical errors in texts
3. if the site does not work at a 100% 24h/7days a week
4. the inadequacy of the content on the website (the content on the website is merely informative and it can not replace in any case the opinions of relevant experts, unless expressly written otherwise),
5. links to third party websites (it does not assume liability for third-party content on third-party sites, but commits itself to choosing connections carefully).

## **SALE OF PRODUCTS**

### **Products in offer**

The products are described in detail in the offer, which is available on the seller's website. The seller has defined properties and price of the product on the website, stocks, possible discounts and campaigns, methods of ordering and payment, and customer rights. Before accepting the order, the buyer is familiarized with these terms and conditions and agrees with them by placing the order. The buyer is aware that with the confirmation of the terms of the business and the order of the product the sales contract is regarded as successfully concluded.

### **Procedure for buying products**

The buyer enters the information needed to send the product and selects the product and quantity on the website where the product description is also provided. By clicking the Confirm button, the data is sent to our e-mail address, through which we send the invoice for payment. After the payment is made/received, we will send the package within 2 working days.

## **Procedure for buying a startup fee**

The buyer begins the purchase with a user's login with an email address and a password. If he or she is not yet a user, one needs to fill out the necessary information to create his or her account. The buyer clicks on the application, where he or she first selects the number of entries/startup fees. Selects the method of payment, fills the participants' data and the payment information. The next step is the verification of the data of the order. At the end of an order the website provides you with two (2) documents: the invoice and the application forms.

## **Prices of products**

1. All prices are in €. The prices indicate whether they contain VAT (and percentage) or not.
2. The seller may change the prices and apply them immediately after the announcement. For orders already confirmed, the prices in the order remain in force.
3. Discounts and promotional codes are not cumulative, unless stated otherwise.

## **Payment of products**

The seller provides the ability to pay for products from the online store and startup fee with the following payment methods:

1. payment order / UPN (pro forma invoice)
2. Paypal
3. payment cards

The customer receives an invoice for the ordered products from the online store physically upon receipt of the ordered products, and for the startup fee, upon payment to the e-mail address. The seller keeps the invoices and sales agreement at the company's headquarters for 10 years in physical form. The invoices are available to each customer with a prior written request sent to the contact e-mail address or the usual address of the seller.

## **Delivery deadline**

Delivery time is up to 8 working days after the receipt of payment or order. In case of problems with the delivery of the selected product or the extension of the delivery deadline, the seller



informs the buyer accordingly and, if necessary, arranges an extension of the delivery deadline or replacement of the product, or otherwise satisfies the customer in its requirements or needs.

### **Cost of delivery**

The cost of delivery is charged by the official price list of the delivery company. The delivery is performed by the national post service, Pošta Slovenije.

### **Complaints and warranty**

In the event of a material error on the product, the buyer has 60 days, from the moment he or she noticed the error, to inform the seller in writing. After the expiration of two years from the purchase, the material error can not be claimed.

The complaint must include:

1. the customers contact details,
2. the exact description of the product or several products,
3. the exact description of the claimed defect,
4. the original invoice must be attached, and
5. the claimed product .

The buyer must allow the seller to inspect the product. The seller is obliged to answer the buyer no later than 8 days after the receipt of the written complaint. In the event of a claim being justified, the seller offers the buyer the correction of the defect, a new product or the possibility of withdrawing from the contract.

The customer can forward the complaint in writing to [info@timingljubljana.si](mailto:info@timingljubljana.si).

### **Contract withdrawal**

1. The buyer can withdraw from the contract (purchase) within 14 days without giving any reason for doing so.
2. The withdrawal period shall expire within 14 days from the date on which the buyer acquires the physical possession of the product or is acquired for the buyer by a third party and designated by the buyer for this purpose. This means within 14 days of the receipt of the product (the date of the receipt on the delivery certificate). In the case of contracts for the

delivery of goods consisting of several pieces or consignments, the withdrawal period starts when the buyer acquires in physical possession the last consignment or piece or it is acquired by a third party other than the buyer and determined for this purpose by the buyer.

3. If the buyer withdraws from the contract, the seller shall, without undue delay, and in any case, reimburse the buyer, within a period of 30 days from the date of receipt of the notice of withdrawal, all received payments. The buyer is responsible for the return shipping costs. The seller shall make the reimbursement with the same payment method as was used in the execution of the original transaction, unless determined otherwise (expressly and in writing) by the buyer (eg a credit note or other form of reimbursement).
4. The seller can withhold payment until he receives the returned goods or until the buyer sends the evidence that the goods have been sent back, depending on which event occurs earlier. The buyer returns the goods without undue delay and in any case no later than within 30 days from the day the buyer informed the seller about the withdrawal from the contract. The deadline is taken into consideration if the buyer sends the goods back before the expiry of the 14-day period. The direct costs of returning goods are borne by the buyer.
5. In the event that the returned product is damaged or there is any reduction in its value, the seller reserves the right to reduce the value of the refund of the entire purchase price.

### **Returns of products**

The buyer is aware and agrees that when purchasing the below listed products, he or she can not claim the right to withdraw from the contract within 14 days without giving the reason:

1. sealed goods which are not suitable for returns due to health or hygiene reasons if and when the customer has opened a seal after delivery;
2. products which, due to their nature, are inextricably mixed with other objects;
3. products that spoil rapidly or have a short expiration date;

This provision is without prejudice to the provisions on complaints and/or warranty that the buyer can enforce in accordance with these terms and conditions.

In order to exercise the right of withdrawal, the buyer must inform the seller of his or her decision to withdraw from this contract by an unambiguous written declaration. The buyer can do so with a letter sent via the regular (we recommend registered mail) or via e-mail.



In order for the deadline of the withdrawing from the contract to be taken in account, it is sufficient that the notice regarding the exercise of the right of the buyer to the withdrawal of the contract is sent before the expiry of the withdrawal period from this contract, that is to say, the deadline is 14 days from the date of delivery.

### **Registration fee transfer**

When registering, the runner can use the right to transfer the registration fee into next year at an additional charge of 5€. The transfer can only be used for the current year and it has to be announced no later than by the applications deadline (13.10.2022). If you take advantage of the registration fee transfer, it is not possible to pick up the starter pack.

Changing the running distance (42km > 21km, 42km > 10km, 21km > 10km, 21km > 42km) is free of charge and possible until 01.10.2022. To change the distance, please contact [info@timingljubljana.si](mailto:info@timingljubljana.si). Refunds of the difference when changing from 42km or 21km to 10km are not possible.

It is not possible to change the running distance from 10km to a longer distance (10km > 21km, 10km > 42km) after the registration is completed. This can only be arranged at the start number pick up point and at an additional charge of 10€.

Refunds of the registration fee is not possible in any case (not even with a medical certificate)!

Starter package pick up is available **only during the Running fair Tečem** with a runner's valid voucher.

### **Special arrangements**

Notwithstanding the provisions of these Terms of Purchase, the seller and the buyer may agree to the content otherwise, insofar as they both agree, in the common pursuit of the interests of both. The seller is obliged to make sure that the special arrangements available to the buyer, who is a natural person, can in no way provide fewer rights than those provided by these terms and conditions.

### **Limitations of liability**

The seller strives to ensure the up-to-date and correctness of all the information published on the website. The seller is not liable for any grammatical or other errors in the text or inaccessibility of the data. On the seller's website, the images are symbolic, except where it is explicitly stated that the image reflects the actual state of the product. The buyer is deemed



acquainted and agrees that the seller is not responsible for the delay of the delivery service, and not for damaging the packaging of the product.

In the case of damaged packaging, the buyer is obliged to refuse the delivered product directly to the delivery service.

## **COPYRIGHT**

### **Texts on the website**

It is forbidden to copy or otherwise use the contents and texts on the seller's website outside the requirements of legal cooperation between the seller and the buyer, unless otherwise indicated on the website. Any interference with copyright is deemed to be an infringement of intellectual property rights and may be the subject of the initiation of appropriate legal proceedings.

### **Photos and audiovisual works on the website**

All pictures, videos and other audiovisual works published on the website are copyrighted by the seller and are forbidden to copy or otherwise use outside the requirements of legal cooperation between the seller and the buyer, unless otherwise indicated on the website. Any interference with copyright is deemed to be an infringement of intellectual property rights and may be the subject of the initiation of appropriate legal proceedings.

## **FINAL PROVISIONS**

### **The binding nature of the terms of purchase**

1. The terms of purchase apply to all buyers of the seller's website.
2. The terms of purchase shall be binding on all legal transactions concluded on their basis through the seller's website.
3. The terms of purchase are an integral part of the customer's order.
4. The buyer confirms the acquaintance and acceptance of these terms and conditions prior to the ordering of the product.

### **Geographical validity**

The terms of purchase apply to all customers and purchases, regardless of the country of access of the buyer.

### **Changes in terms of purchase**

1. The terms of purchase are regularly updated with legal changes by the seller.
2. The seller reserves the right to periodic substantive changes and changes in the terms of purchase.
3. The seller will inform his buyers about important changes in a timely manner in writing with via email.
4. The seller provides an archive of changes in the terms and conditions of purchase, which is accessible to each and any buyer with a prior written request to the seller's contact e-mail address.

### **Conflict solving**

The seller and the buyer undertake to resolve any disagreements and settle disputes peacefully and consensually. Insofar as no consensual solution is possible, the appropriate state court in the Republic of Slovenia shall be competent to settle the dispute.

### **Time validity**

The legal conditions apply from: 20. 3. 2022, 15.00.