# RULES FOR ORDERING, PURCHASING AND PRESENTING LICENSES AND PARTICIPATION FEES OF THE LATVIAN ATHLETICS ASSOCIATION

(approved on September 3, 2020)

#### **1. GENERAL ISSUES**

1.1. These Regulations prescribe the procedure and conditions for ordering, purchasing and drawing up licenses and participation fees of the Latvian Athletics Association, hereinafter - the Association.

1.2. Association licenses are ordered, purchased and received, and entry fees are paid for athletes participating in competitions. The license fee and participation fee are determined by the regulations of the respective competition. The license fee or participation fee may be paid by the Athlete himself, the Athlete's Coach, the Athlete's parent, relative or other person.

1.3. These Terms and Conditions are a legal document that is binding on both parties (Buyer and the Association) and sets out the Buyer's and the Association's rights, obligations, purchase and payment conditions, ordering, purchasing and processing licenses and participation fees, obligations of the parties and other sales and purchase rules relating to the acquisition of Association licenses and membership fees.

#### 2. TERMS USED IN THE REGULATIONS

2.1. E-shop - Association website / shop (www.athletics.lv), which allows to identify the Buyer, his reservations, contact information, payment and delivery information.

2.2. Terms of Use - agreements and terms that define the legal relationship, rights, obligations and responsibilities of the Buyer and the Association.

2.3. Order - a list of licenses and membership fees purchased by the Buyer.

2.4. Sale-purchase agreement - an agreement concluded at the time of sale between the Association and the Buyer.

2.5. Buyer: a natural adult acquiring Association licenses and membership fees, a minor with parental or guardian permission (except when he / she pays out of his / her own income), a natural person's authorized representative, a legal person or a legal person's authorized representative.

2.6. Association - Latvian Athletics Association.

# **3. LICENSE FEES AND PARTICIPATION FEES**

3.1. License fees are specified in the Latvian Athletics Association Athlete Licensing Regulations.

3.2. Participation fees are specified in the competition regulations.

#### **4. CONCLUSION OF THE AGREEMENT**

The agreement between the Association and the Buyer is concluded at the moment when the Buyer creates an order in the e-shop, submits all the necessary information to be able to conclude the agreement and presses the "Order" button.

# 5. PROCEDURES AND TERMS FOR PAYMENT OF LICENSES AND PARTICIPATION FEES

5.1. The Buyer may pay for the licenses and / or participation fees by bank transfer, which is a prepayment when the Buyer transfers money from his account to the Association account specified in the order.

5.2. The buyer has the opportunity to pay an invoice prepared by the Association on the basis of the order.

5.3. The Association shall not refund the purchase of a license or the participation fee paid.

#### 6. FORMATION OF LICENSES AND PARTICIPATION FEES

6.1. After purchasing a license, a unique code is generated in the athlete's profile next to the "LICENSE" section, which confirms the licensed athlete.

6.2. If the participation fee has been paid, then in the competition section a note will appear next to the respective athlete that the participation fee has been paid.

#### 7. LICENSE VALIDITY PERIOD

The license is valid from January 1 of the respective calendar year (or from the date of issue) until December 31 of the respective calendar year.

#### 8. OBLIGATIONS AND RIGHTS OF THE BUYER

8.1. Before placing an order, the Buyer is obliged to read these terms and conditions and the provisions of the Association Privacy Policy and to confirm that the Buyer has read these documents by submitting the necessary information, concluding contracts and delivery requests.

8.2. The Buyer must pay for the license and pay the participation fee in accordance with the procedure specified in these terms.

8.3. When placing an order in the e-shop, the Buyer undertakes to comply with these terms, the conditions referred to in the e-shop and the legislation of the Republic of Latvia.

# 9. OBLIGATIONS AND RIGHTS OF THE ASSOCIATION

9.1. The Association has the right to change these rules at any time in accordance with the requirements of regulatory enactments. The buyer is informed about changes in the rules of the E-store.

9.2. The Association has the right to set the minimum amount of the order at its discretion, ie the minimum amount for which the goods will be delivered free of charge. This amount must be indicated in the delivery terms.

9.3. If the Buyer tries to endanger the stability and security of the e-shop or breaches its obligations, the Association has the right to immediately and without prior notice suspend or restrict the Buyer's access to the e-shop.

9.4. After placing an order, in case of any doubts about the information provided in the order, the Association shall contact the Buyer using the contact information provided. If the Association fails to contact the Buyer within three (3) business days, the Association has the right to cancel the order without prior notice to the Buyer.

9.5. The Association agrees to allow the Buyer to use the services of the e-shop on the basis of these terms and conditions set out in the e-shop.

9.6. The Association undertakes to respect the Buyer's privacy and the right to his / her personal information and to process the Buyer's personal data only in accordance with the rules and procedures established by the legislation of the Republic of Latvia.

# **10. PERSONAL INFORMATION**

10.1. When placing an order, the Buyer must provide personal information that allows the Association to identify the Buyer in order to place an order and to be able to contact the Buyer for the necessary additional information or use the Buyer's information for direct marketing purposes (with the Buyer's permission).

10.2. By placing an order, the Buyer agrees that the communication required for the delivery of the goods will take place using the e-mail address and telephone number provided by the Buyer.

10.3. If the Buyer wishes his e-mail address or telephone number to be no longer used for direct marketing purposes, the Association must be informed.

10.4. The Association confirms that the Buyer's personal data will be processed only for the purposes specified in these Terms and will also be used for direct marketing purposes (unless the Buyer declares that he does not want his personal data to be used for direct marketing purposes.

10.5. The Association agrees not to disclose the Buyer's personal data to third parties, except for the Association's partners who provide goods or other services in connection with the Buyer's order. In all other cases, the Association may disclose the Buyer's personal data to third parties only in accordance with the provisions of Latvian law.

10.6. Personal data sent by the Buyer to the Association from his credit or debit card account in banking systems shall be securely processed using Secure Socket Layer (SSL) certificates for data transmission. The banks used by the buyer take full responsibility for this personal data.

10.7. The buyer, as the data subject, has the right to receive information on how his or her personal data is processed in order to be able to regulate, cancel or not consent to the processing of his or her data.

10.8. In order to provide the Buyer with the full functionality of the e-shop, the Association stores certain information on the Buyer's computer (device) called cookies. The Association uses the stored information to identify the Buyer as a previous visitor to the e-shop, he has access to information about the purchases made, and this information ensures the storage of website traffic statistics. The Buyer has the opportunity to review the information (cookies) stored by the Association, and the Buyer may delete some or all of the stored cookies.

10.9. The Buyer also has the right to object to the recording and use of information (cookies) on his computer (device), but in this case some e-shop functions may not be available to the Buyer. By agreeing to the terms of use of cookies, the buyer agrees that the information is stored on his computer (device). The buyer may withdraw his consent at any time by changing the settings of his browser or by sending a request to the Association.

10.10. Any request or order relating to the processing of personal data must be made in writing by the buyer to the Association. Upon receipt of such a request or order, the Association shall respond in writing to the Buyer no later than thirty (30) calendar days. 10.11. The buyer may not use the e-shop services if he does not agree with the provisions of this section relating to the protection of personal data.

#### **11. LIABILITY**

11.1. The buyer is fully responsible for the accuracy of the personal data provided. If the Buyer does not provide certain personal data, the Association is not responsible for the consequences and is entitled to claim direct damages from the Buyer.

11.2. The buyer is responsible for all actions performed during the use of the e-shop.

11.3. The Association is released from any liability if the Buyer, despite the recommendations of the Association, is not familiar with these terms, even though the Buyer was given such an opportunity.

11.4. Where the Association e-shop contains links to other companies, organizations or individuals' websites, the Association shall not be liable for the information or activities contained therein; The Association does not monitor or control these websites and does not represent these companies and individuals.

11.5. The Association shall not be liable for any mutual obligations of the Association and the Association partners whose services are used by the Buyer.

11.6. In the event of damage, the guilty party shall compensate the other party for the direct damage

#### **12. FORCE MAJEURE**

The Parties shall not be liable for delays in the performance or non-performance of obligations or for any other failure arising from circumstances and obstacles beyond the reasonable control of the Parties, including but not limited to strikes, government orders, acts of war or national emergencies, terrorist threats or acts, environmental or climate anomalies, non-compliance by third parties, disruptions to the Internet connection, and failures of computer equipment and software. In the event of such force majeure, the Parties shall endeavor to eliminate the delays as soon as possible.

#### **13. DISPUTE RESOLUTION PROCEDURE**

All disputes arising from the implementation of these provisions shall be settled by negotiations between the Parties. If it is not possible to reach an agreement through negotiations, disputes shall be resolved in accordance with the legislation of the Republic of Latvia.