

General Terms of Use

Object :

These general terms and conditions of use ('GTU') have been to determine the rules for the framing of the "Treasures of Morbihan" game, created by Breizh Adventures Tourism. These CGUs relate to the rules for the use of website and mobile app as well as participation in the game by the Participant (here after referred to as "the game"). Participation in the game can take place as well after downloading the app to the user's device using a GPS and information on the website.

Breizh Adventures Tourism can organize the game independently or with the partnership departmental committees, relevant tourist boards, communities local partners.

Please read carefully these General Terms of Use (the "Terms" or "Contract"). They govern the use of our services.

In you registering for the services described below, you agree to all the terms and conditions of the Terms and all those that are included in them by reference, as indicated Below. These Terms can be accessed and printed at any time via the "General Terms of Use" link at the bottom of our websites and our websites mobile apps.

If you live in **Germany** : By providing your contact information when creating and by submitting the corresponding form, you enter into a contract breizh Adventures Tourism SAS, subject to the Terms. The Contract is concluded once we accept your registration by email or that we give you access to our services. Before submit your registration, you can see all the information you have correct any errors directly in the registration form. We'll tell you recommend printing a copy of these Terms to keep them.

We do not keep a copy on your behalf.

If you do not accept all these conditions, *do not use our services.*

Definitions

The terms used in these GTUs will have the meaning they have given below:

- **"Application"** refers to the edited "Treasures of Morbihan" mobile app provided by Breizh Tourism Adventures, giving access to the game, which is available apple's "Apple Store" and Google's Google Play Store to be downloaded by the user and their Apple IOS and Android terminal. The Application also includes content, software, programs, tools (programming, navigation, ...) databases, systems operating information, documentation and all other elements and services that make it available to make up, updates and new versions that can be made to application by Breizh Adventures Tourism.
- **"Site"** refers to the Breizh Adventures Tourism website whose addresses are The following:
<https://www.tresorsduMorbihan.fr>
<https://www.tresorsdumorbihan.bzh>
- **"User"** or **"participant"** refers to a major natural person (or having previously obtained permission from her parents or person with parental authority and supervised by them during the participation in the game), participating in the game for its own needs, as part of the strictly personal and non-commercial use, not-for-profit direct or indirect. The User acknowledges that he has the competence and the means to access and use the website and the Application.

- **"Content"**: all publications, texts, images, photographs or other objects published by the User through the app or site Treasures of Morbihan. The following information and content will be public and users and third parties: Pseudo, profile picture, photos and comments posted via website or mobile app, charts players, hometown, biography.
- If you browse outside our website or app to a website or a third-party application, the terms and conditions of use applicable to this website or application will govern your use of this site or application.

Installing the app

By installing the app on its device and/or accessing the Application, the User accepts without conditions or reservations all of the GTUs defined below.

Any use of the Application must be done in accordance with these GTU.

The app is free to download from the App Store and Google Play Store platforms. To access and use the App, the User must have access to the Internet network and have a compatible phone or mobile device.

The conditions of this compatibility are specified in both blinds.

The application's software version can be updated regularly to add new data refresh elements. It is notified to users especially via blinds.

The download of the application is reserved for the user's exclusively personal use for the smooth running of the game.

Geolocation

The use of the application's geolocation feature requires the participant's express prior consent to be geolocated.

To start the game, the Participant will have to activate the geolocation function directly in the settings of his mobile terminal and accept that the Application can use it.

This feature can be disabled or enabled at any time, free of charge.

By applying the GPS geolocation feature of the mobile phone and app, the Participant will be able to start the game, including:

- visualize his position on the course,
- See the location of the stages of the route,
- follow the progress of the other participants (development to come).

Property

The general structure, as well as software, texts, animated or still images, sounds, know-how, drawings, graphics and all other elements of the website www.tresorsduMorbihan.fr and www.tresorsdumorbihan.bzh and its applications are properties and exclusive use of the company Breizh Adventures Tourism.

Photo credits for the book: We have tried to search for photographers and their rights holders, but we have not been able to identify all of them in order to seek their permission or reproduction. We took responsibility for the dissemination of these photographs convinced that, in doing so, we respected the memory and work of these amateur or professional photographers and their subjects.

User obligations

User obligations relating to the course of the game:

The Participant expressly commits to:

- choose an itinerary of a difficulty adapted to his age and physical condition as well as those of the participants accompanying him (the itineraries being classified by progressive difficulty, if necessary, make sure with the partner tourist office)
- Respect the public paths taken and chosen by him;
- Do not enter private properties that may be in the vicinity of prescribed routes or degrade them in any way;
- Do not deposit perishable goods, non-trade items, dangerous objects or objects that may offend the sensibilities of participants, especially the youngest, in any way.
- Do not hold Breizh Adventures Tourism SAS responsible for property damage, personal injury that may be suffered during a course or an object provided by the company.
- Respect the road code including for cyclists.
- Always exercise common sense and caution.

User obligations relating to the use of the application and website:

The User expressly commits to:

- Do not reproduce the Application in whole or in any way or in any form;
- Do not use software or processes to copy the content of the application without the permission of the company "Breizh Adventures Tourism";
- Do not export the Application or merge it with other computer programs;
- Do not make any adaptation, transcription, modification, arrangement, compilation, decompilation, assembly, transcoding of all or part of the Application;
- Do not install systems that could hack the Application;
- Obtain the consent of those affected by the content published through " Les Trésors du Morbihan ";
- Respect the right to image, copyright, the right to privacy and in general all the rights of persons who may be affected by content published through "Les Trésors du Morbihan";
- Refrain from publishing any content that is defamatory, offensive, discriminatory, religious, sexist, incites hatred or in any way violates applicable laws and regulations.

On the bike routes, Breizh Adventures Tourism SAS reminds that the road code applies to all Users.

Section R412-6-1 of the Highway Traffic Act provides that the use of a handheld telephone by the driver of a vehicle in circulation is prohibited.

It is also forbidden to wear to the ear, by the driver of a vehicle in circulation, any device likely to emit sound, with the exception of electronic devices correcting deafness.

If necessary, the User will have to equip himself with a system adapted to the requirements of the road code (such as GPS or mobile terminal attachment support).

Breizh Adventures Tourism SAS cannot be held responsible in case of traffic violations and any incident during the follow-up of bike routes.

User obligations relating to health measures

The user is committed to respecting the barrier gestures:

- Coughing in his elbow
- Keep your distance
- Wash your hands often

Regarding the final of the courses, it is strongly recommended to wear a mask and wash your hands before and after handling the box, treasures (badges and objects), notebook and pencil.

During the course, the social distance will have to be respected between each player.

The finals of the courses may be modified to comply with the sanitary measures. The courses can be put into maintenance for the same reason.

Specific clause for Mobile App Users:

Unlocking certain caches provides access to discount coupons issued by commercial providers. Each coupon is numbered and can only be used once during the validity period shown on the coupon. The provision of the goods and/or services covered by the coupons is subject to the specific conditions of the providers who provide them under their full and sole responsibility. The Company Breizh Adventures Tourism is not required of any guarantee obligation to Users of any kind regarding the goods and/or services provided by the providers issuing the discount coupons.

All purchases on the website www.tresorsdumorbihan.fr or www.tresorsdumorbihan.bzh or the Morbihan Treasures app, are subject to our Terms and Conditions of Sale.

You need to create an account and provide some information about yourself in order to use all the features of our services. You are responsible for maintaining the confidentiality of your account password. You can't share your access credentials with a third party or let someone else use your account or access credentials. You are also responsible for updating your account data and all activities related to your account. Account information will be processed in accordance with our Privacy.

Suspension and termination

We may suspend or terminate your account on notice if you violate the terms of this Agreement. If the situation warrants, we will give you a reasonable opportunity to resolve the issue before suspending or terminating your account. Any suspension or termination of your account applies to you personally; you cannot access our services through another account you own or create, or through accounts held or created by third parties. You can stop using our services and terminate this Contract at any time. All provisions of this Agreement which, by their nature, are expected to survive the end of the Agreement will survive its termination, including, but not limited to, property stipulations, warranty limitations, compensation and limitations of liability.

If you live in **Germany**:The right of extraordinary termination for good cause is not affected.

Policy

The information gathered in this game will be processed in accordance with the Computer law and freedoms of January 06, 1978. Automated processing of personal data has been reported to the National Commission for Information Technology and Freedoms (CNIL - www.cnil.fr).

Questions preceded by * are mandatory, if any. The processing of the personal data collected during the registration of the game is intended for the company Breizh Adventures Tourism for the following purposes: registration on the website <https://www.tresorsdumorbihan.fr> and <https://www.tresorsdumorbihan.bzh> to share his geocaching experiences (comments and publications) and participation in competitions.

When you use "Treasures of Morbihan," you accept our privacy policy. All Participants in the game have the right to access and correct their data.

This right of access and rectification can be exercised by e-mail at: contact@tresorsdumorbihan.bzh or by mail addressed to Company Breizh Adventures Tourism 7 impasse de Keret 56370 SARZEAU

In the event of a correction, Breizh Adventures Tourism will send the Participant, on request, a copy of the information as corrected. The personal information about and collected in the context of the game is intended for the services of other companies charged by us to respond to your requests, in the script respecting the non-commercial purpose of the game. IP addresses are intended for purely technical use and consultation statistics. Emails and documents received or sent via e-mail are kept for one year and then backed up. The personal information that participants disclose is kept for one year and then archived.

Participants may also, for legitimate reasons, object to the processing of their data. An opposition may result in the impossibility of access to the “les Trésors du Morbihan”. For more information, Participants can view their rights on the CNIL website.

Cookie management policy

When visiting the website <https://www.tresorsdumorbihan.fr> and <https://www.tresorsdumorbihan.bzh>, information about your browsing can be stored in "cookie" files on your device (computer, tablet, smartphone, ...). The user can delete cookies stored on their device at any time by accessing the "cookies from your browser" folder.

Warranty limitation

It is the responsibility of any User to take all appropriate measures in order to protect their own data and/or software stored on their computer and telephone equipment from any breach.

The User states that he knows and accepts the characteristics and limitations of the Internet network and, in particular, the functional characteristics and technical performance of the internet network; Problems with connecting and/or accessing websites problems related to the availability and clutter of networks; problems related to transit, access to information posted online, response times to view, consult, query or otherwise transfer data; interruptions, lack of protection of certain data against possible hijackings or hacking, risks of contamination by possible viruses circulating on the so-called networks, etc. for which the liability of society cannot be incurred.

In addition, Breizh Adventures Tourism accepts no responsibility for misuse of the terminal and/or incident related to the use of the terminal during the use of the Application. Breizh Adventures Tourism accepts no responsibility for any damage of any kind caused to Users, their terminals, their computer and telephone equipment and the data stored there or any consequences that may result on their personal activity. Similarly, Breizh Adventures Tourism is not responsible for the operation of the GPS belonging to the participants on any kind of device.

The Breizh Adventures Tourism Society is not responsible for the maintenance of the public routes used by participants in the search for caches but invites participants to report it.

Evolution of GTUs

The applicable GTUs are those in effect on the date the Participant participates in the game.

The Breizh Adventures Tourism Corporation reserves the right to modify, at any time, all or part of the provisions of the GTUs without notice or prior information from the Participants in order to adapt them to technical, legal or judicial changes or when implementing new services.

Any changes made by the Company to the GTUs will be brought to the attention of the Participants by their simple posting. They are deemed to be accepted without reservation by any Participant who participates in the game after the so-called online.

Contact

Any questions about gambling and/or services should be e-mailed to Breizh Adventures Tourism 7 Keret 56370 SARZEAU

Applicable law

These GTUs are subject to French law with the exception of any other legislation. Participation in the game implies full acceptance of the provisions of these GTU.