



## SWS Organisation Contract

Between the undersigned:

### **SODIKART**

SAS with a capital of 1.166.235 Euros registered at the Nantes company register (France)  
under number RCS 320 922 800

Head Office:

Les Hauts de Couëron BP60

44220 COUERON

France

Represented by Mr Bertrand Pignolet, CEO of SODIKART,

hereafter known as "**Promoter**"

## OF THE FIRST PART

AND

[Organiser Name] [Address]

represented by [Name, Title]

hereafter known as "**Organiser**"

## OF THE SECOND PART

A - With the aim of contributing to the development of Leisure Kart racing around the world, the company Sodikart created and developed the Sodi W Series ("SWS") with the participation of the SWS Partner Tracks and the SWS Private Organisers.

B - To provide high quality services and optimal security during Leisure Kart racing, SODIKART has produced a set of organisation requirements and regulations applicable by all SWS Partner Tracks and SWS Private Organisers when organising an SWS event.

C - The present organisation contract (the "Contract") aims to define the respective obligations of the Promoter and the Organiser, for the period between 1 January 2022 and 31 December 2022.

It is agreed the following:

### **I. DEFINITIONS**

#### **1. Leisure Kart racing**

Leisure Kart racing is a structured activity which offers services for leisure Kart racing and which is under the sole responsibility of the Organiser and is managed by its personnel or personnel acting under the responsibility thereof.

Only the Organiser of the kart racing activity subject to a result eligible to the SWS ranking must comply with the local legislation applicable to its geographic area, relating to the type of activity organised. Also, the Organiser must know, comply with and apply all local legal requirements relating to the organisation of a leisure kart racing event under SWS.

#### **2. SWS Partner Track & SWS Private Organiser**

A PT (Partner Track) is a kart racing track with a fleet of karts from the SODI RENTAL range. Affiliation of a PT to the SWS is free.

A PO (Private Organiser) is a service provider likely to organise Leisure Kart racing events on one or more kart tracks with a fleet of karts from the SODI RENTAL range. In return for the services that a PO benefits from when joining SWS, each PO will pay SODIKART an annual membership fee. For the 2021 season, this SWS membership fee was €2000 ex.-Tax. No event organised by a PO can be eligible for the SWS before SODIKART has received this membership fee.

Each membership request by a PT / PO is studied at SODIKART's discretion, who reserves the right to grant or refuse SWS membership to a PT / PO at any time and without stating a reason. This selection is made in the sole interest of SWS and to guarantee the quality, fairness and longevity of this concept, which aims to remain the worldwide reference in leisure kart racing. Accepting the membership request of a PT / PO to the SWS is exclusive for the duration of the contract. To this end, the Organiser, PT or PO will not organise for the duration of the contract, a similar leisure kart racing event that uses a fleet of karts from a brand other than SODI, to avoid all confusion in the public's and participants' minds as for to the quality of the services and karting equipment provided during the SWS. A PT / PO can become a member at any time during the SWS season. If a PO gains membership during the season the membership fees will remain €2000 ex.-Tax.

### 3. SWS

The SWS are a ranking of Leisure Kart events organised by the PT and PO, open to all leisure drivers (hereinafter referred to as the Drivers) entered in the SWS, of all nationalities and aged 7 and above. These events generate different rankings (by track, country, international, racing engines, electric, indoor track as well as by age and sex). These rankings and the SWS International Final organized under the responsibility of a PT selected by SODIKART, are an intrinsic part of the SWS concept.

Drivers entering the Leisure Kart events that are part of the SWS rankings must imperatively and exclusively drive Karts from the SODI RENTAL range, specially designed for Leisure Kart racing.

### 4. SWS Events

An SWS event is an event organised by a PT / PO affiliated to the SWS, that complies to the organisation terms and conditions in the Contract and the current SWS Regulations. The PT / PO decides the calendar, prices, organisation and individual rules of each SWS event that they organise alone, within the limits of the SWS Rules. Furthermore, the PT /PO are exclusively responsible for the application of and compliance with all safety conditions defined in all local legal and regulatory provisions applicable to the organisation of an SWS event governed by the present Contract.

SWS events are divided into 4 distinct categories detailed in the SWS rules: **SPRINT CUP, ENDURANCE CUP, JUNIOR CUP & e-SPRINT CUP.**

## II. OBLIGATIONS OF THE PROMOTER

### 1. Concept

To guarantee the durability of the SWS concept, SODIKART will:

- Promote SWS activities around the world
- Regularly develop the SWS concept, taking into account the experience acquired during the previous years
- Be completely available to the PT / PO and regularly communicate with them to identify points for improvement, always in the interest of the SWS

### 2. SWS Website

2.1 SODIKART undertakes to maintain, develop and optimise a special SWS website ([www.sodiwseries.com](http://www.sodiwseries.com)). This website includes all the information and communications relating to the SWS (tracks, drivers, teams, events, rankings, news, etc).

2.2 The SWS website is available in several languages.

A partner account will be provided for the PT / PO in order to manage the results and the applications for their races.

2.3 Each PT / PO also benefits from the use of a database that remains the exclusive property of SODIKART. This database is established by the registration of SWS drivers affiliated to their own track (affiliation to a track is compulsory for each driver) and is accessible at any

time by the PT / PO, who can use it to communicate directly with drivers, via individual messages or group e-mails. PT / PO are formally prohibited from using the individual messaging service for mass communications or excessively, particularly when it is used to contact drivers affiliated with other tracks.

2.4 The SWS website works like a high quality social network with the largest database of leisure kart racing drivers in the world. The interactions between tracks and drivers mean that the SWS concept is a very powerful marketing and communication tool for PT / PO.

2.5 SODIKART grants PT / PO a non-exclusive and non-transferable right to use the database. The PT / PO cannot communicate or hand over the database either directly or indirectly to a third person, free of charge or for a fee. The PT / PO will not duplicate the database for reasons other than communicating with SWS drivers for the organisation of an SWS event. The PT / PO will not market the database to third parties. Additionally, the PT / PO will not duplicate, copy, adapt, arrange, modify or merge the database, even partially.

*See Document: Data protection policy - Appendix 4*

### **3. Promotion and communication**

SODIKART undertakes to ensure the promotion of the SWS throughout the year to all concerned (media, PT / PO, drivers, etc) using the means of communication it deems suitable: press releases, blog, social networks, etc.

SODIKART undertakes to develop the promotion of the SWS by providing the PT / PO with a set of communication tools, against payment or free of charge, specific to the SWS (logos, promotional materials, photos, videos, etc.).

### **4. SWS International Finals: "SWS FINALS"**

SODIKART will organise an International Final every year, named "SWS FINALS", organised by a PT chosen by SODIKART. Access to this event is determined taking into account the results of each driver and SWS team during the full SWS season (Season "N-1" for the final in year "N"), according to a qualification system defined by the SWS Rules.

A participation fee is requested to enter this competition to participate in the cost of organising such an event.

In reality, this participation fee is payable by the qualified SWS driver or SWS team, however SWS strongly recommends that PT / PO that are lucky to have one or more qualified drivers to pay all or part of these fees, considering them a significant return on investment through communication.

*See Document: The Terms and conditions of sale are available - Appendix 3.*

### **5. SWS Continental Finals**

#### **5.1 How the Continental Final works**

The number of SWS drivers is growing significantly around the world and it is increasingly difficult for drivers to qualify for the International Finals.

SODIKART has set up this new Continental Championship, divided into 3 large regions to enable drivers from the selected region to take part in a Continental Final. Drivers will have the

pleasure to race against other drivers from the same region, and the best will qualify for the International Finals. The Promoter will organise one or several SWS Continental Finals in its chosen PT from 2022.

The aim is to mix the different level drivers in each large region.

5.2 The world has been divided into 3 large regions:

- Russia / Asia / the Middle East / Oceania
- Europe / Africa
- North/South America



5.3 SWS Continentals Finals: participation fees

Drivers and Teams entered in the SWS Continental Finals will pay a PARTICIPATION FEE. This participation fee enables the Promoter to provide for the cost of organising such an event. Only entries finalised by the payment of the fees will be taken into account.

These fees may vary according to different conditions such as: the choice of track, the inherent costs of organisation, the types of karts used, the format of the race...

5.4 Qualification to the International Finals through the SWS Continental Finals

a) Junior & Sprint Categories:

Drivers qualify between 01 January 2022 and 31 December 2022 through the number of SWS races they have participated in. They can choose to enter the SWS Continental Finals or not. The winners on the podium (1/2/3) of the Continental Finals will win a ticket to the next SWS International Finals (the participation fee will remain payable by the drivers).

If they also have qualified via the National Ranking, the driver will qualify for the International Finals through the Continental Finals. Their place in the National Ranking will be allocated to the next driver in the ranking.

b) Endurance Category:

The teams qualify between 01 January 2022 and 31 December 2022 through the number of SWS races they have participated in. They can choose to enter the SWS Continental Finals or not. The winning teams on the podium (1/2/3) of the Continental Finals will win a ticket to the next SWS International Finals (the participation fee will remain payable by the drivers).

**1<sup>st</sup> January 2022 – 31<sup>st</sup> December 2022**

<b>SPRINT</b>	<b>JUNIOR</b>	<b>ENDURANCE</b>
8 races	6 races	3 races
Limited to 2 / Day	Limited to 2 / Day	(mini 4 hours)
6 drivers max / country* (*when entering)	6 drivers max / country* (*when entering)	4 teams max / country* (*when entering)
Europe / Africa	Europe / Africa	Europe / Africa
40 drivers	40 drivers	From 25 teams** (**depending on the track capacity)

*See Document: Terms and Conditions of Sale - **Appendix 3.***

Entries will open in January 2022 and be granted in the order in which the requests meeting the terms in the SWS rules are received.

*The qualification process for the SWS Continental Finals is detailed in the SWS Rules in **Appendix 2**, that may be updated at any time by the Promoter.*

### **III. OBLIGATIONS OF THE ORGANISER (PT / PO)**

#### **1. General Obligations**

All PT / PO is reputed to know and accept the SWS Rules as well as the present Contract on integrating the SWS.

**The PT / PO is the operational organiser of an SWS event. They will respect the format defined by the Promoter and ensure it is respected during SWS events as defined in Appendix 1 and will make sure the SWS Rules are adhered to during their events. The PT / PO must do all they can to ensure the SWS Rules are followed, to guarantee the sportsmanship and legitimacy of the SWS around the world.**

#### **1.1 Safety and infrastructure**

The PT / PO are solely responsible for safety at their events and will ensure that all current local legal regulations and requirements applicable to leisure kart racing are adhered to (they can refer to the applicable CIK). The organising PT / PO recognises unconditionally that SODIKART cannot be held liable for the drivers', competitors', teams' or publics' safety during SWS events and acknowledges that SODIKART cannot be held liable for any accidents during SWS events. The PT / PO are solely responsible for the smooth running of SWS events that they organise, particularly the **unconditional respect of fairness in sports**.

Before authorising drivers to take charge of the karts, the PT / PO will carry out an identity check of drivers for insurance reasons and hold a briefing (equipment, safety, rules, etc). The PT / PO are responsible for informing drivers of the local safety regulations and ensuring they are respected.

The PT / PO will always provide SWS drivers with premises, a track and equipment that are impeccably clean and in excellent working condition and that comply with current safety standards, to convey an image of quality that showcases the activities of the SWS, leisure kart racing and kart sports in general.

## **1.2 Equipment**

The PT / PO will provide SWS drivers with equipment of excellent quality that scrupulously respects current safety standards in the country concerned. Drivers can also use their own equipment as it respects the current safety standards in the country concerned.

The PT / PO are responsible for informing drivers of these standards and ensuring they are respected by drivers.

The PT / PO reserves the right to forbid modern communication tools during races (radio, cameras, etc)

## **1.3 Protests and driver penalties**

If an SWS driver (or team) requires sanction or a penalty during an SWS event (sporting, behavioural issue, etc), the organising PT / PO is solely responsible for making the appropriate decision. Sanctions are evaluated and validated by the PT / PO during each event. Drivers and teams are responsible for their actions and those of their supporters.

In case of negative facts of the PT/PO, the PT/PO incur sanctions :

1<sup>st</sup> case : Track exclusion from 3 to 6 months

2<sup>nd</sup> case : Track exclusion from 6 to 12 months

3<sup>rd</sup> case : Track exclusion definitely

## **1.4 Communication and promotion of the SWS**

### **a) Special offers**

To take part in the general promotion and development of the SWS, each SWS Partner Track or SWS Private Organiser will make every effort to promote the SWS. Experience has shown that the PT / PO most enthusiastic in promoting SWS to their customer base are those that profit the most from the SWS concept.

### **b) Online communication**

If the PT / PO has a website, they commit to place at least an SWS logo on their homepage, with a link to the [www.sodiwseries.com](http://www.sodiwseries.com) website. This commitment also extends to social network accounts, on which each PT / PO also commits to always communicate in the interest of the SWS.

Description of the SWS concept, calendar of SWS events on the track, event reports, photos and videos can all be used to promote the SWS.

All negative comments or publications are not allowed on social networks or in any public medium. However, they are welcome in private communication with SODIKART, in view of a constructive discussion aiming to improve the SWS concept.

### **c) Local marketing applications**

For all marketing applications (mail shots, e-mail shots, posters, press, results sheet, etc.), each PT / PO agrees to display the SWS logos on all documents and to use the graphic standards supplied by SODIKART.

Each PT / PO is also strongly encouraged by SODIKART to promote the SWS physically via point-of-sale promotional tools and merchandise (banners, flags, goodies, etc). Indeed, the regular local involvement of the PT / PO in the promotion of SWS to their own customer base is decisive in the success of the SWS concept (POS advertising, merchandise, promotional events, prizes during events, quality of the events, etc).

Each PT / PO can contact SODIKART at any time to discuss the different methods that can be used to promote the SWS.

## **1.5 Right of publicity**

All PT / PO and SWS drivers irrevocably commit to making available to SODIKART group and SWS all images and videos relating to SWS events and authorising their use, without any financial or material compensation to any party and no limitation in time.

This authorisation applies to all ends, particularly commercial and advertising, all means and image management processes, known or unknown to date, and all media (particularly photo exhibitions, posters, leaflets, catalogues, brochures, point-of-sale advertising, totems, press packs, advertising, printed and online press, websites, video broadcasts, etc) in all formats, in part or in full, for the promotion of the SWS, the PT / PO in question or leisure kart racing in general.

*See document: Data protection policy*

## **1.6 Confidentiality**

The Organiser expressly commits, including after the expiry of the present Contract, to not divulge directly or indirectly to parties outside the SWS, the know-how and any other information (protocols, e-mail exchanges, etc), methods, processes or techniques that they gained or will gain knowledge of due to their affiliation with the SWS.

This clause also applies to the Organiser's employees and any other person acting under their responsibility.

## **2. Obligations relating to SWS events**

### **2.1 Respecting SWS values and SWS Rules**

It is understood that in the framework of the SWS, the PT / PO will respect the values of conviviality, loyalty and sporting spirit in all SWS competitions and will ensure that they are respected. The Promoter reserves the right to apply any sanction that they believe necessary to a PT / PO that does not respect these values, these sanctions include the definitive exclusion of the PT / PO from the SWS.

This duty naturally extends to the SWS drivers at each event organised by the PT / PO. In this context, the PT / PO is responsible for the behaviour of the drivers and they are responsible for refusing or excluding any participants whose attitude could be detrimental to the spirit or the image of the SWS.



This duty to respect the values and not cause harm to the spirit and image of the SWS extends to the behaviour of the PT / PO and SWS drivers online and on the different social networks. The PT / PO organising the event will ensure that each SWS driver taking part in an event has read and unreservedly commits to following the SWS rules. The PT/PO is also responsible to keep the relationship the their affiliated drivers.

## 2.2 Categories and formats of the SWS events

There are 4 categories of SWS events: **JUNIOR CUP, SPRINT CUP, ENDURANCE CUP & e-SPRINT CUP**. To be eligible for SWS, an event must meet the following conditions:

	<b>JUNIOR CUP</b>	<b>SPRINT CUP</b>	<b>e-SPRINT CUP</b>	<b>ENDURANCE CUP</b>
<b>Event type</b>	Individual	Individual	Individual	In teams of 2 to 8 drivers
<b>Age limit</b>	7 to 14 years	15 years and over*	15 years and over*	15 years and over*
<b>Minimum duration (excluding free trials &amp; qualifications)</b>	8 minutes	10 minutes	10 minutes**	60 minutes (indivisible)
<b>Minimum number of participants to validate the SWS event</b>	6 SWS drivers	6 SWS drivers	6 SWS drivers	6 SWS teams

\* in his/her 15th year, a driver can choose to compete in the JUNIOR CUP or SPRINT CUP or e-SPRINT CUP throughout the year.

\*\* tolerance will apply on tracks organising events on the model of electric kart racing: 8 minutes for SPRINT CUP events.

The organisation and prices are decided by the PT / PO themselves. The event format must respect the restrictions above in each category.

Within these restrictions, the PT / PO is free to choose an event format that seems the most suitable. The SWS authorised and prohibited event formats are listed in the appendices.

The PT / PO is free to choose the kart model used from the SODI RENTAL range, it must take into account and meet all safety standards applicable in the country.

SODIKART strongly encourages PT / PO to offer, whenever possible, event formats, equipment and an overall organisation of the highest quality possible, enabling complete equality between participants (balancing of the karts, a consistent fleet, weight-class events, etc). The perception of sporting fairness for all participants is crucial to the success of a kart racing event.

## 2.3 Events and calendar

An SWS season begins on 1 January and ends on 31 December.

- A PT / PO will organise at least 9 SWS events during the season (all categories included).
- The number of SWS events that can be organised in one season is not limited. However, the following daily limit must be respected:

- **A PT / PO can only organise 3 SWS events on the same day, all categories included**
- **A PT / PO can only organise 2 (Finals) in SPRINT CUP and/or JUNIOR CUP and/or e-SPRINT CUP events in one day**
- **A PT / PO can only organise 1 ENDURANCE CUP event in the same day**

The PT / PO will enter the calendar of events that are part of the SWS via their partner account on the [www.sodiwseries.com](http://www.sodiwseries.com) website. For each event, the date must be published on the SWS event at the latest **3 days before the event** (rule relaxed in 2021)

Once the race format is defined by the PT / PO and the first drivers and teams entered, it cannot be modified. The only change possible will be the cancellation of the race.

Each SWS event must have a precise description and schedule (times, event formats, etc) clearly stated in the PT / PO organiser's partner account to optimise the information available to SWS drivers and guarantee complete transparency for each SWS event.

The Promoter advises each PT / PO to plan their SWS event calendar in advance, at least once a month, to guarantee better visibility for its SWS events for drivers on the SWS website.

The SWS programme is open to all and SODIKART will ensure that the PT / PO does not discriminate when entering drivers who wish to take part in an SWS event.

## **2.4 Driver entries**

To take part in an SWS event and feature in SWS rankings, a driver must have registered as an SWS driver. Entry in the SWS is validated by the issue of a Driver Identifier Number (DIN) on the SWS website.

This identifier (or driver e-mail) enables drivers to access their account, on which they can pre-register for the SWS events of their choice. Pre-registry for SWS events (before the start of the event) is compulsory for all drivers / teams.

We therefore strongly encourage PT / PO to have an internet connection on the location of SWS events to enable all drivers to create their profile before the event and/or pre-register.

## **2.5 Publishing of results**

The results of an SWS event are the final rankings of the event. An SWS event can be valid even if "non SWS" drivers take part. In this case, the "non SWS" drivers / teams cannot appear in the final rankings of the event.

The minimum number of SWS participants to validate an event applies in all cases. If the minimum number of SWS participants is not reached, the event results cannot be valid and must therefore be cancelled.

Any attempt to artificially add extra driver(s) to reach the minimum number of SWS participants (creation of a fictitious driver, adding a driver that has not taken part in the results, etc) will be considered by SODIKART an act of known cheating. In this case, in addition to the immediate removal of the event (and the points gained by drivers), SODIKART reserves the right to apply the sanction they believe necessary, this sanction may include the definitive exclusion of the PT / PO from the SWS.

To finalise the race, the PT / PO must upload the results (PDF, photo... not a Word document). If the results are entered but not uploaded, the points in the different rankings cannot be validated.

- Junior (Surname - Name of the driver that has raced)
- Sprint (Surname - Name of the driver that has raced)

- Endurance (Name of the team + Surnames – Names of the drivers that have raced)

Participation of a PT / PO staff member (Track Manager, parents, employees) in an SWS event is not advised as it is likely to affect the perception of sporting fairness at that event.

Transmission of the results by the PT / PO is an essential part of the SWS concept. Each PT / PO will publish the results of an SWS event within 10 days of the event. Results will be transmitted directly by publication via the PT / PO partner account on the SWS website. When a result is transmitted, all SWS rankings on the SWS website will be updated daily and automatically.

The PT / PO has 10 days from the entry date of the result to modify this result. After this date, the result can no longer be modified and will be considered definitive.

SODIKART reserves the right to ask all PT / PO for this document for any SWS event. If the PT / PO cannot produce this document in the timeframe required, the result of the SWS event will be considered void and will be removed. If a document that does not enable the result of a race to be confirmed beyond doubt is received, the result will also be considered void and will be removed.

Not respecting this clause is a serious violation of the trust-based relationship between the Promoter and the PT / PO and is a violation of the present Contract. Consequently, the Promoter may apply any sanction that they judge necessary to the PT / PO, this sanction may range from the removal of the affected result to the definitive exclusion of the PT / PO from the SWS.

### **III. DURATION AND TERMINATION**

1. The present Contract takes effect from its signature by the Parties and ends on 31 December 2022.
2. SODIKART reserves the right to suspend the Organiser at any time in the event of non-compliance with this Contract and/or SWS Regulations without giving a reason. This suspension will take effect immediately.
3. The Organiser can terminate the present Contract during the season without giving notice, in this case, all SWS drivers affiliated to the Organiser will immediately lose all the points acquired during the season.
4. In the event of inactivity longer than 200 days, the Organiser will no longer be able to organise SWS events that year.

### **IV. APPLICABLE LAW**

This Contract is governed by French law. The tribunal competent to decide on any dispute relating to the present contract is the Nantes Commercial Court.

The present contract is signed in two original copies that will be handed to each party.

Date:

Date:

Location:

Location:

**The Organiser**

**The Promoter**

## **APPENDIX 1 – FORMAT OF SWS EVENTS & POINTS ASSIGNMENT**

The Promoter aims to encourage and favour PT / POs that do all they can to organise great SWS events with many drivers.

In everyone's interest, some rules are required to set limits in the organisation of events so that all SWS drivers around the world have the same opportunities to reach the top of the rankings, no matter which track they race on.

### **DEFINITION OF AN SWS EVENT**

An SWS event is defined as a competition in which **all** drivers in one SWS race ranking have competed against each other in that event. The competition must meet the conditions in the SWS regulations both for the **minimum number of participants and the minimum driving time** during the event (from start to finish).

**In no case can the sum of unrelated events results be considered a general SWS result.**

In other words, an SWS event can follow a simple format (Free trials, Qualification and Final) or a more complex format, so long as all drivers can compete each other fairly.

In the case of a competition with several heats and finals, **only the finals are eligible for SWS results**, since the heats are considered qualifications for finals.

### **POSSIBLE EVENT FORMATS**

These formats are suggestions and examples and are not exhaustive. The PT / PO are free to organise the format best suited to their situation and customer base, so long as the format meets the requirements of the SWS regulations.

If there is any doubt, please contact SODIKART to validate the format of an event **before** organising it.

#### **FORMAT 1 – Simple event**

12 drivers present. The track has 15 karts.

Possible format:

- 10 minutes of free trials
- 10 minutes of qualifying trials
- 15 minutes of finals

Only the result of the final will be considered an SWS result. The 12 drivers will be ranked in the order in which they arrived.

#### **FORMAT 2 – Simple events**

12 drivers present. The track has 15 karts.

Possible format:

- 5 minutes of free trials
- 5 minutes of qualifying trials
- 10 minutes of finals
- 5 minutes of qualifying trials
- 10 minutes of finals
- 5 minutes of qualifying trials
- 10 minutes of finals

In this format, the track organises 3 distinct SWS events (excluding trials and qualifications) and can therefore upload 3 SWS results.

### **FORMAT 3 – Simple event with heats and pre-finals or overall ranking**

20 drivers present. The track has 25 karts.

#### Possible Format A:

- 10 minutes of free trials
- 10 minutes of qualifying trials (to define the pre-final grid)
- 10 minutes of pre-final (to define the final grid)
- 10 minutes of finals

In this format, the qualifying heat and pre-final are qualifiers for the final and cannot be considered SWS results.

Only the final is an SWS result.

#### Possible Format B:

- 10 minutes of free trials
- 10 minutes of qualifying trials (that defines the start grid for events)
- 10 minutes final 1 (that produces a points ranking with a multiplying factor of 1)
- 10 minutes final 2 (that produces a points ranking with a multiplying factor of 1.25)
- 10 minutes final 3 (that produces a points ranking with a multiplying factor of 1.5)
- Overall ranking 1 + 2 + 3

In this format, the track considers that the entire event is one single ranking and the only SWS result, after adding up the points won by each driver in all 3 finals. In this case, the result of each final cannot be first entered as a separate SWS result.

#### Possible format C:

- 10 minutes of free trials
- 10 minutes of qualifying trials (that defines the start grid for each final)
- 10 minutes final 1
- 10 minutes final 2
- 10 minutes final 3

In this format, the track can enter 3 SWS results, one for each final. However, this format is not recommended as there is no distinct qualification for each final. A separate qualification for each final is preferred as it increases sporting fairness and the possibility for each driver to win an event.

### **FORMAT 4 - Event with several groups**

25 drivers present. The track has 15 karts. It can choose to have all drivers compete against each other in one single competition or organise two SWS competitions.

#### Possible Format A (2 SWS results):

- 2 groups are defined: Group A with 13 drivers and Group B with 12 drivers (the track decides how the groups are formed)
- (5 minutes of free trials Group A)
- (5 minutes of free trials Group B)
- 8 minutes of time trials Group A
- 8 minutes of time trials Group B
- 10 minutes of Final A with the 13 drivers in Group A
- 10 minutes of Final B with the 12 drivers in Group B

The tracks uploads 2 SWS results with Final A (13 drivers) and Final B (12 drivers).

The track cannot upload a result with 25 drivers as the 25 drivers did not race together during the competition and therefore did not take part in the same SWS event.

Possible Format B (1 SWS result):

- 2 groups are defined: Group A with 13 drivers and Group B with 12 drivers
- (5 minutes of free trials Group A)
- (5 minutes of free trials Group B)
- 5 minutes time trials + 10 minutes qualifying heat - Group A
- 5 minutes time trials + 10 minutes qualifying heat - Group B

The qualifying heats define the starting grids for the finals. The first 7 in heat A and the first 6 in heat B are in Final 1. The last 6 in heat A and the last 6 in heat B are in Final 2.

- 10 minutes of Final 1
- 10 minutes of Final 2

In this format, the qualifying heats cannot be considered SWS EVENTS and no results are entered, as they are qualifiers for the finals.

In this format, the track can use the result of the finals in two ways:

- Establish a ranking for each final and rewards 2 winners: 2 SWS results
- Establish an overall ranking of the SWS competition with 1 winner: 1 SWS result that will be the final result from 1 to 25 (the winner of Final 2 is 14<sup>th</sup> in the overall ranking).

In this format, the track cannot enter more than 2 SWS results for this competition.

**FORMAT 5 - "Time Attack" style event**

"Time attack" type events cannot be entered as an SWS result, as the drivers are not participating in a race against one and other - they compete against the clock.

**POINTS ASSIGNMENT**

**1. JUNIOR CUP scoring system**

**Event with 6 to 15 drivers :**

The winner will score 1.000 points + the number of participants (meaning 1.006 to 1.015 pts maximum)

The last driver will score 0 points + the number of participants (meaning 6 to 15 pts maximum)

Above 15 participants, a system with scales will define the number of points scored by the winner and the last driver for each event:

**Scale 1 - from 16 to 25 drivers :**

1.016 points (1.015pts + 1pt bonus) for the winner

16 points (15pts + 1pt bonus) for the last participant

**Scale 2 - 26 drivers or more :**

1.017 points (1.015pts + 2pts bonus) for the winner

17 points (15pts + 2pts bonus) for the last participant

Depending on the number of participants, a logarithmic formula will then automatically distribute the points between the 1st and the last position of the event ranking.

**2. SPRINT CUP & e-SPRINT CUP scoring system**

**Event with 6 to 20 drivers :**

The winner will score 1.000 points + the number of participants (meaning 1.006 to 1.020 pts maximum)

The last driver will score 0 points + the number of participants (meaning 6 to 20 pts maximum)  
Above 20 participants, a system with scales will define the number of points scored by the winner and the last driver for each event:

- **Scale 1 - from 21 to 30 drivers :**
  - o 1.021 points (1.020pts + 1pt bonus) for the winner
  - o 21 points (20pts + 1pt bonus) for the last participant
- **Scale 2 - 31 drivers or more :**
  - o 1.022 points (1.020pts + 2pts bonus) for the winner
  - o 22 points (20pts + 2pts bonus) for the last participant

Depending on the number of participants, a logarithmic formula will then automatically distribute the points between the 1<sup>st</sup> and the last position of the event ranking.

### **3. ENDURANCE CUP scoring system**

#### **Event with 6 to 15 teams :**

- The winning team will score 1.000 points + the number of participants (meaning 1.006 to 1.015 pts maximum)
- The last team will score 0 points + the number of participants (meaning 6 to 15 pts maximum)

Above 15 participating teams, a system with scales will define the number of points scored by the winner and the last team for each event:

- **Scale 1 - from 16 to 25 teams :**
  - o 1.016 points (1.015pts + 1pt bonus) for the winner
  - o 16 points (15pts + 1pt bonus) for the last participant
- **Scale 2 - 26 teams or more :**
  - o 1.017 points (1.015pts + 2pts bonus) for the winner
  - o 17 points (15pts + 2pts bonus) for the last participant

Depending on the number of participants, a logarithmic formula will then automatically distribute the points between the 1<sup>st</sup> and the last position of the event ranking.

#### **Bonus related to the duration of the event :**

In the ENDURANCE CUP category, an additional bonus is related to the duration of the events. For each sheet, each team will benefit of a bonus of points related to the duration of the event. These bonus points are defined as follows:

- |                          |        |
|--------------------------|--------|
| - 1h00 to 1h59 event :   | 0 pts  |
| - 2h00 to 2h59 event :   | 10 pts |
| - 3h00 to 3h59 event :   | 10 pts |
| - 4h00 to 4h59 event :   | 20 pts |
| - 5h00 to 5h59 event :   | 20 pts |
| - 6h00 to 6h59 event :   | 20 pts |
| - 7h00 to 7h59 event :   | 40 pts |
| - 8h00 to 8h59 event :   | 40 pts |
| - 9h00 to 9h59 event :   | 40 pts |
| - 10h00 to 10h59 event : | 60 pts |
| - 11h00 to 11h59 event : | 60 pts |
| - 12h00 to 12h59 event : | 60 pts |



- 13h00 to 13h59 event :	80 pts
- 14h00 to 14h59 event :	80 pts
- 15h00 to 15h59 event :	80 pts
- 16h00 to 16h59 event :	100 pts
- 17h00 to 17h59 event :	100 pts
- 18h00 to 18h59 event :	100 pts
- 19h00 to 19h59 event :	120 pts
- 20h00 to 20h59 event :	120 pts
- 21h00 to 21h59 event :	120 pts
- 22h00 to 22h59 event :	140 pts
- 23h00 to 23h59 event :	140 pts
- 24h00 to 24h59 event :	140 pts
- 25h00 to 25h59 event :	140 pts
- Above 26hours event :	160 pts

## **APPENDIX 2 – REGULATION SWS**

### **I. PARTICIPATION CONDITIONS**

A competitor wishing to take part in a SWS event must obtain his Driver Identification Number, hereinafter referred to as the DIN.

A competitor wishing to compete in a SWS-certified event must pre-register for the event of his / her choice through the SWS website.

These conditions are imperative to participate, on the one hand, and appear, on the other hand, in the various SWS rankings.

Only a driver / team with SWS account and DIN can be considered as a participant to a SWS event and thus added to a SWS result.

#### **1. Assignment of a Driver Identification Number (DIN)**

Any person with a DIN is considered a SWS driver. An SWS participant can be a SWS driver (JUNIOR CUP, SPRINT CUP, e-SPRINT CUP) or an SWS team (ENDURANCE CUP).

To obtain his DIN, the driver must register online on [www.sodiwseries.com](http://www.sodiwseries.com). Once awarded, the DIN is valid for all SWS-certified events in all the categories proposed in accordance with the principles of this SWS Regulation. The DIN will allow the driver to be integrated into the SWS event results in which he is participating and thus to accumulate points in the various SWS rankings.

When creating a driver's account, the driver email address must be valid and match the same driver. Indeed, the registration of the driver will only be effective after verification and validation of his email address.

Similarly, each driver must provide correct and verifiable information at the time of registration (gender, date of birth, surname and given names). Any incorrect information or drivers/teams with more than 1 SWS account will lead to account cancellation by the promoter.

#### **2. Particular rules of the SWS in ENDURANCE CUP category**

In order to be able to create and / or integrate a SWS team, each driver must have an individual DIN. Each SWS driver has the possibility to create a SWS team, via his personal space on the SWS website, from which he will be appointed team leader. The team leader can then invite other drivers to join his team, providing these drivers also already have a SWS DIN. The team leader is in charge of the respect of administrative obligations (registration to the events, commitment, etc.).

The fact that the team leader does not participate in the events as a driver does not offer the possibility of adding an additional driver to the team.

Each SWS team will have to choose a name (changeable on request to the SWS promoter before 31st December for a modification on year N + 1). This team name must not, under any circumstances, be hurtful, vulgar, constitute an offense, violate in any way the rights of a third party, harm others or harm public order, include or refer to words, phases, titles, wording or names that would be discriminatory for reasons of politics, race or religion.

SODIKART reserves the right to request the team leader to change the name of his team without delay if he is found to be in any of the above situations, failing which the team and the team drivers constituting it would be removed from the SWS without further notice and without possible recourse.

Each team consists of **2 to 8 drivers maximum**.

- Under no circumstances can an ENDURANCE CUP event be run individually.
- A single ENDURANCE CUP event can not be split into several results.
- A single ENDURANCE CUP event including more than 1 sub-category can produce only 1 SWS result. This result can be the whole scratch results of the race or the result of 1 sub-category only. In any case, the exclusive use of SODI rental go-karts is mandatory for the organization of a Endurance SWS event, unless an exemption has been granted by SODIKART prior to the event.
- The same SWS team can not claim to be ranked on two events that take place on the same day.
- A single driver cannot compete in the same SWS event in two different teams.
- Only drivers who actually participate (drive) with a team in an event can be included in the SWS result of that event.
- If one or more drivers have participated within a SWS team without being himself a registered SWS driver, that team cannot be ranked in the SWS result of the event.
- A driver cannot be a member of more than 2 different teams simultaneously. (limited to 1 change per year). We invite drivers to choose 2 teams before March, 31th 2022. After this date, the choice will be made randomly. In case of injury, an exception will be made and dealt with on a case-by-case basis.
- The PT/PO can decide to divide the Endurance race in 2 parts. (Due to the weather conditions and the well-being of the drivers)

### **3. Changing track**

The drivers /teams of each category (Sprint, Junior, Endurance) will only have the possibility to change the track once a year. It will be possible to do this change between the 01st January 2021 until 31th March 2022. After this period, it won't be possible to do any changes.

### **4. Minimum number of participants**

In order to guarantee that the SWS events offer a level of quality answering to the highest standard defined by SWS, the SODIKART promoter requires that a minimum number of participants take part in a event in order for it to be considered valid and for its result to be integrated into the SWS ranking. Also, in order to be considered valid, a SWS event must reach at least:

- 6 SWS drivers in JUNIOR CUP category
- 6 SWS drivers in the SPRINT CUP category
- 6 SWS teams in the ENDURANCE CUP category (teams of 2 to 8 drivers)
- 6 SWS drivers in the e-SPRINT CUP category

## **II. REGISTRATION TO AN EVENT**

### **1. Preregistration to a SWS-labeled event**

Once the DIN is acquired, the driver or the SWS team can pre-register for the events in which he / she wishes to participate on the [www.sodiwseries.com](http://www.sodiwseries.com) website (calendar page, and then on the specific event page).

Pre-registration of drivers / teams allows PR / PO to anticipate the organization of their SWS events. A non-pre-registered driver or team may be denied access to a SWS event by the organizer.

## **2. Registration fees**

Registration fees must be paid directly to the PT / PO. Only the PT / PO organizer determines the price of the SWS events that it organizes.

SODIKART does not interfere in any way in the pricing of the SWS events organized by the PT / PO.

## **3. Validity of registration**

Registration is definitive only once the administrative formalities have been completed. These formalities may vary on each PT / PO which are the only ones to determine the process of administrative registration for their events.

Participating drivers or teams may be required to communicate their DIN and provide an ID proof to the organizing PT / PO.

# **III. THE SWS RANKING**

## **1. Results uploads & ranking updates**

Each PT / PO organizer of a SWS event commits himself to establish and upload the result of his event directly on the SWS website, **within a maximum period of 10 days after the event.**

The point ranking shall be determined in accordance with the methodology set out in Appendix 1 of this SWS Regulation. All the calculations are then carried out automatically by the computer system and the rankings are put online daily on the SWS website, according to the new results uploaded by the tracks. If a track uploads the results on Day D, the results may then be actualized online only on Day D+1.

Note: to be valid, it is not necessary that all drivers participating in the event have a SWS account. In the case of an event with non-SWS drivers, these drivers will simply be ignored from the SWS result.

## **2. Methodology of SWS rankings**

The various rankings are established by accumulating the points acquired by the drivers / teams from 1st January to 31st December 2022.

As of December 31st, the driver / team of each category having accumulated the highest number of points wins the international SWS ranking (the official classification being communicated after all the tracks have put online the results of their last events of the season).

In order to offer the most equitable championship possible, and not to favour the drivers having the opportunity to event very regularly, the SWS annual classification is based on the best results of the season, by category:

- |                  |                                              |
|------------------|----------------------------------------------|
| - JUNIOR CUP:    | the sum of the 8 best results of the driver  |
| - SPRINT CUP:    | the sum of the 10 best results of the driver |
| - ENDURANCE CUP: | the sum of the 8 best results of the team    |
| - e-SPRINT CUP:  | the sum of the 10 best results of the driver |

In the event of a draw in a ranking, the winners are divided between the number of victories, then the number of second places, and so on until there is no longer a draw.

### **3. Specific rankings by category**

Each of the 4 categories is subject to the following rankings and sub-rankings (which can be consulted at any time on the SWS website on the "Ranking" page):

#### **JUNIOR CUP :**

- Ranking by track
- Ranking by nation
- International ranking
- Women International ranking
- Indoor ranking
- Electric ranking
- Racing engine ranking

#### **SPRINT CUP :**

- Ranking by track
- Ranking by nation
- International ranking
- Women International ranking
- Indoor ranking
- Racing engine ranking

#### **e-SPRINT CUP :**

- Ranking by track
- Ranking by nation
- International ranking
- Women International ranking
- Indoor ranking

#### **ENDURANCE CUP :**

- Ranking by track
- Ranking by nation
- International ranking
- Women International ranking
- Indoor ranking
- Electric ranking
- Racing engine ranking

*The national rankings are defined by the country of the home track track of each driver or team.*

*Example: If a driver of French nationality is registered on a Belgian track, he will be ranked in the Belgium ranking.*

*NB: Each PT / PO is free to define specific age limits for the organization of its events. The dates of birth are used to integrate each driver into the appropriate age sub-rankings. In the case of the JUNIOR CUP, drivers must be between 7 and 14 years of age to participate in an event. In the year of his change of age (from 14 to 15 years), the driver can choose if he wishes to participate in the JUNIOR, SPRINT or e-SPRINT classification, or both.*

## **APPENDIX 3 – GENERAL CONDITIONS OF SALE**

### **ARTICLE 1. DESIGNATION**

The following clauses aim to define the General Conditions of Sale (GCS) applicable on the seller's website, at the following address: [www.sodiwseries.com](http://www.sodiwseries.com) (the "site"). The site is the property of SODIKART / 3MK Events – Les hauts de Couëron BP60 44220 COUERON – France, hereinafter "the seller". "Customers" means all users of the site and all purchasers or users of the products and services of the seller.

### **ARTICLE 2. FIELD OF APPLICATION – COMMUNICATION – ACCEPTANCE**

The GCS apply to all customers and concern all the services and products of the seller. The fact of placing an order with the seller implies the customer's unreserved adherence to the GCS. The absence of a reference to the GCS on a document of the seller equates at no time to the waiving of any of the conditions set out therein.

### **ARTICLE 3. SPECIAL CONDITIONS**

The special conditions granted to the customer are applicable only if they have been agreed to beforehand in writing by the seller. Only the points explicitly mentioned in a prior written agreement are liable to constitute exemption from the GCS which, for the rest, remain applicable in full.

### **ARTICLE 4. DEFINITION OF THE SERVICES PROPOSED**

The site offers services for sale, including entry in SWS events allowing the customer to take part in the SWS programme subject to satisfying the conditions provided for in the SWS regulations published by the seller on the site. The services and products proposed are described as precisely and as explicitly as possible. It is up to the customer to ask for details if he deems it necessary. The services proposed are governed by the principles defined by the supplementary regulations of the SWS events as presented on the site. The seller reserves the possibility, at any time, of deleting or modifying a service, the delivery conditions or an article without notice.

### **ARTICLE 5. PRICES**

Unless there are special conditions in writing, the prices are those of the rates in force on the date of the order. These rates may be modified without notice. In conformity with the legislation in force, they may be revised and the products invoiced according to their value on the date of dispatch or on that of the provision of the service. Invoices will be issued inclusive of VAT according to the rates applicable in France on the day of the order (according to Article 278 of the General Tax Code).

### **ARTICLE 6. PAYMENT**

Unless there is explicit agreement confirmed in writing by the seller, payment is to be made net and without discount, regardless of the mode of delivery. The payment terms cannot be modified, even in case of a legal dispute, without the written agreement of the seller. Payments by credit/debit card are made by inputting the number of the credit/debit card of the customer, whose bank account is then debited, in its currency, at the exchange rate in force and according to the conditions applied by his or her bank. The seller is credited in euros. Interest, provided for by law, in the event of late payment is immediately chargeable by the seller.

Unless agreed beforehand in writing, in case of a late payment or a missed due date, the seller reserves the possibility of demanding full payment, one month before the start of the event, of

all of the sums owed by the customer, including for other orders or on other grounds. In case of failure to respect this deadline, the seller may add a mark-up of 50 euros to the amount invoiced for the services.

Before clicking on the “validate” button after the purchasing process, the client must first accept these GCS in their entirety.

Any order that is validated renders the sale binding and irrevocable and equates to the signing and express acceptance of all operations carried out on the site.

#### **ARTICLE 7. DELIVERY**

The service and/or delivery can take place only if the customer is up to date with his obligations towards the seller. The seller undertakes to ensure the service in accordance with the order while allowing itself the possibility of modifying certain services if the organising conditions of the event compel it to do so. Any commitment entered into on the site is personal, binding and irrevocable, and cannot form the subject of a refund for whatever reason, unless through a specific clause of the SWS regulations. No modification of the services, decided by the seller, can give rise to a request for compensation of any nature whatsoever, nor to the cancellation of the order.

#### **ARTICLE 8. RIGHT OF WITHDRAWAL**

In conformity with the legal provisions, competition products and services do not, given their use, entitle the customer to any guarantee or compensation.

The client does not have the right of withdrawal over the purchase of leisure activity services, which must be provided on a specific date or over a specific period, in conformity with the legal provisions of Article L.121-21-8 of the Consumer Code: “The right of withdrawal cannot be exercised for contracts: [...] 12° Accommodation services, other than residential accommodation, freight transport services, car rentals, catering or leisure activities that must be provided on a specific date or period”.

#### **ARTICLE 9. DATA PROTECTION**

In conformity with the regulation (EU) 2016/679, the customer benefits from the Data Protection Policy available on the site. The data relating to the credit/debit card are kept only for as long as it takes to process the order.

#### **ARTICLE 10. RESPONSIBILITY**

SODIKART / 3MK Events cannot be held responsible for the harmful consequences resulting from the unsuitable or abnormal use of the product or services, from an accident occurring within the framework of the services offered following the undertaking entered into on the site, or from the customer’s failure to comply with the SWS regulations.

The customer is invited to take out a personal Civil Liability insurance policy, covering him for any damage that he might cause to third parties, through his own action, during the exercise of the activities to which he is admitted after entering into a commitment on the site.

In compliance with Article L.321-4 of the Sports Code, the seller informs the customer that it is in his interest to take out a personal Civil Liability insurance policy, which offers guarantees of a nature to compensate for any impairment of physical integrity which he might suffer in case of physical injury, and with the insurance company of his choice.



#### **ARTICLE 11. FORCE MAJEURE**

The responsibility of the seller cannot be engaged in cases in which an event that occurs after the conclusion of the sale or of the entry in an event, and is beyond the control of the parties, causes a delay in execution or results in the non-execution of its obligations due to unforeseen and irreversible circumstances, notably through the events listed below, this list not being exhaustive: natural events, climatic events, floods, acts of government or public authorities, explosions, fire, labour disputes, or impossibility of supply.

The customer will thus at no time be entitled to claim the reimbursement of the associated costs incurred by the entry and/or the prospect of taking part in the event, such as transport or accommodation costs. No indemnity or compensation will be paid by the seller on account of a cancellation or of a change that has been made to the organising conditions of the event.

#### **ARTICLE 12. DIVISIBILITY**

If any one of the present conditions were to be considered as void, unlawful or unenforceable, this fact would in no way affect the validity, lawfulness or enforceability of the other clauses.

#### **ARTICLE 13. DISPUTES – APPLICABLE LAW – ATTRIBUTION OF COMPETENCE**

In the event of a dispute, the court that has exclusive competence in case of litigation is the Tribunal de Commerce [Commercial Court] of Nantes. The law applicable to any dispute over the application of the GCS is French law.

## **APPENDIX 4 - Data Protection Policy**

In conducting its activities, SODIKART attaches particular importance to ensuring the confidentiality of the personal data that it collects and uses and, more broadly, to protecting the private lives of its customers.

This Data Protection Policy describes how your personal data are collected when you log on and use SODIKART's website <https://www.sodiwseries.com/fr-fr/>. It also tells you how your personal data are used and protected by SODIKART, explains your rights and tells you how you can contact us.

This policy is an important document. We recommend that you read it carefully and check on a regular basis to see if changes have been made to it. This policy was last amended in October 2019.

### **CONTACT us**

If you have questions regarding the use of your data, or if you have any comments or concerns you would like to express, you can contact our data protection adviser at the following address:

[contact@sodiwseries.com](mailto:contact@sodiwseries.com)

### **The personal data that WE COLLECT**

SODIKART collects, and receives from you, only necessary and pertinent information via our Sites and services.

In certain cases, you communicate personal information directly to us, in particular when you create an account, make a purchase or sign up to our newsletters. The information you provide us with includes:

- Data enabling us to identify you (surname, forenames, date of birth, ID document)
- Contact details (postal and email addresses, telephone number)
- Data relating to operations carried out from our Sites (products purchased, type of registration, purchasing history)
- Payment details (RIB) and information relating to the transaction carried out
- Opinions and comments made on our Sites
- Data relating to events.

In other cases we collect data by using cookies in order to better understand how you use our Sites. The personal data that we collect automatically and directly from you when you use our services include:

- The IP address and the device identifiers
- The technical data relating to the browser or to the device (name, operating system of your device, preferred language)
- Authentication data (connection and usage logs, IP address, unique identifier)

- Navigation data (Sites visited, last pages consulted, advertisements clicked on, products searched for, length of the visit, products placed in your basket, etc.).

We also hold information on people who have been designated to benefit from access to an event organised by SODIKART. The information concerning them will be used for no other purpose.

### **CHILDREN's data**

We encourage parents to raise their children's awareness regarding the protection of their private life and how they communicate on the Internet.

### **HOW your data are used**

SODIKART uses your personal data in order to:

- provide you with the products and services requested
- process and track the progress of your order, including the delivery of the product
- communicate with you regarding your purchase
- answer your questions, solve your problem, and obtain your opinion
- manage the payment of your purchases.

We also carry out data processing for purposes other than the strict execution of the contract, subject to making sure beforehand that the interest of conducting such processing is legitimate. The ends to which we may process your data are:

- to organise direct marketing campaigns and commercial activities
- to conduct research and produce statistics in order to improve your experience
- to analyse the uses of the products and services in order to improve our offers
- to identify and correct any bugs that may arise on our Sites to ensure that they work correctly
- to ensure your protection against any fraudulent transaction or embezzlement
- to ensure the protection of our rights of defence before the courts and the management of the dispute
- to guarantee the exercise of your rights.

If you agree, we shall send you marketing communications and news regarding the products, services, and events organised by SODIKART and its partners.

### **ACCESS to your personal data**

SODIKART is liable to forward your personal data to:

- service providers insofar as they intervene to supply a product or service, via the postal and delivery services for example;
- providers of payment services taking charge of payment operations and the appropriate controls;
- third parties providing IT services, such as platform providers, hosting services, technical support for our software and applications that may contain data concerning you, data analysis, distribution of emails;
- service providers associated with the organisation of events organised by SODIKART;
- the administrative, judicial and regulatory authorities, when such communication is required by law.

On the other hand, no data concerning you will be handed over to partners for the purposes of marketing or commercial canvassing.

SODIKART also makes sure that its partners and providers, acting within the context of providing services, comply with the principles arising from the regulations in force.

### **How long will we KEEP your personal data?**

Your personal data will be kept for as long as necessary to achieve the ends set out in this Policy, within the legal limits. This means that we keep your personal data for no longer than three years after you last logged on to your account from one of our Sites.

If you make a purchase on our webstore site or take part in an event connected with SODIKART, your personal data will be kept for longer in order for us to comply with our legal obligations and ensure our rights of defence within the limit of five years following the termination of the relation.

### **TRANSFER of your personal data OUTSIDE THE EU**

Data concerning you are liable to be processed outside the European Union. In that case, we shall take the necessary measures with our providers to guarantee an adequate level of protection for your data, in strict conformity with the regulations in force.

If the providers concerned are not signatories to the Privacy Shield agreement concerning transfers to the United States of America, or are not situated in a country having legislation that is considered as offering adequate protection, either they will have signed beforehand the “standard contractual clauses” of the European Commission or they will be subject to restrictive internal Rules approved by the supervisory authorities in the field of personal data protection.

### **SECURITY of your personal data**

To protect your data, we put in place appropriate organisational and technical measures. In general, we endeavour to protect data of a personal nature by taking into account the sensitivity of the information in question and the potential risks incurred through the processing and its

implementation. We deploy every useful means in order to ensure the confidentiality, integrity, availability and resilience of your data. We also take care to store the data concerning you in information systems that offer an appropriate level of security, to which access is protected, restricted and recorded.

We conclude strict confidentiality agreements with every person involved in the processing of data on our behalf. We also make sure that all staff members and all the people involved in the processing of the data respect all the rules on data protection and undertake to keep the processed data confidential.

If you think that your personal data are being used inappropriately by third parties, please inform us immediately by email to [contact@sodiwseries.com](mailto:contact@sodiwseries.com)

## **Your RIGHTS**

According to the regulations, you have the following rights:

- Right of access – allowing you to obtain information concerning the processing of your personal data and a copy of the latter;
- Right of rectification – allowing you, if your personal data are incorrect, to demand that they be amended accordingly; if you have an account, it is easy to amend your data via the function “My account”.
- Right to erase / right to oblivion – allowing you to have your personal data erased or deleted;
- Right to limitation – allowing you to request the limitation of the processing that we carry out on the data concerning you;
- Right to portability – allowing you to obtain an electronic copy or the transfer of the data concerning you from our database to another;
- You can also give us your instructions for keeping, erasing or communicating your data in the event of your death, and designate the person who will have charge of them.

These rights are not absolute rights, but are exercised in the conditions and within the limits set by the regulations.

If you have consented to receiving, but no longer wish to receive, our newsletters or commercial prospecting via email, you can unsubscribe simply by clicking on the unsubscribe link contained in any email or other communication that we send you.

You also have the right to deactivate cookies. The parameters of Internet browsers are generally set by default to accept cookies, but you can easily change them by going to the settings of your browser. Your browser’s help function will show you how to proceed.

If you are the legal representative of a child under the age of 16 and you think that your child has provided us with information without your consent, you can contact us at the address below to instruct us to delete such information and we will close the child’s account if applicable.

### **EXERCISE your rights**

You can exercise your rights at any time by contacting us by email at [contact@sodiwseries.com](mailto:contact@sodiwseries.com), or at the following address: Sodikart Les hauts de Couëron BP 60 44220 Couëron - France

Your request must be accompanied by a photocopy of an identity document (national identity card or passport, driving licence, residence permit or vehicle registration booklet issued by the French State, or a European Union identity card). A response will be sent to you by the department concerned within one month counting from the receipt of your request.

You may, should you so wish and in accordance with the regulations, file a protest with the CNIL (Commission nationale de l'informatique et des libertés) following the procedure indicated on its website ([www.cnil.fr](http://www.cnil.fr)).

### **CHANGES to our Personal Data Protection Policy**

Regulations and usages evolve with time. We therefore reserve the right to make modifications to the Personal Data Protection Policy at any time in order to adapt them to such changes.

In that context, the Personal Data Protection Policy will be republished on our Sites so that you can become acquainted with these changes directly.