General Terms of Use

Route du Rhum 2026 Multimedia Server

1. Scope

These general terms of use (hereinafter the “Terms”) apply to the website www.routedurhum.media and its use (collectively referred to hereinafter as the “Digital Platform”).

The Digital Platform is published by OC Sport Pen Duick, 6 rue du Sous-Marin Vénus, 56100 Lorient (hereinafter the “Publisher”).

The website is hosted by OXEVA, 5 rue de la Terrasse, 75017 Paris; info@oxeva.fr; +33 (0)1 80 05 97 30.

The Terms apply to anyone accessing the Digital Platform (hereinafter the “User”).

Rights to access, download and use photographs may vary according to the profile assigned by the Publisher: Partners, Media Partners, Teams & Skippers, and Media.

Appendix 1, “Specific Terms of Use for Photographs”, forms an integral part of these Terms. For the photographs concerned, the specific permissions in Appendix 1 prevail over the general provisions in the event of inconsistency. The detailed tables by category prevail over the summary table.

2. Intellectual property rights

The Digital Platform and its contents, including data, information, logos, trademarks, comments, works, texts, illustrations and images, are protected by French law, in particular the French Intellectual Property Code, and international copyright conventions.

Any use, including copying, reproduction, display, translation, adaptation or distribution, in whole or in part, of any content or information on the Digital Platform, in any form or by any means, is strictly prohibited without the Publisher’s prior written consent (Article L.122-4 of the French Intellectual Property Code). To request written permission, Users may email communication@ocgroup.com. Additional permission may be granted only within the limits of rights held or validly obtained by the Publisher.

Any use of the Digital Platform’s content is limited to the permissions granted in Section 3 below and Appendix 1 of these Terms.

3. Licence to use content

3.1. General rules

For private purposes, the Publisher grants the User temporary, non-exclusive, personal, non-transferable and non-assignable permission to access and use content made available on the Digital Platform.

The Publisher permits the User to share the Digital Platform’s content publicly, subject to the provisions agreed in Appendix 1.

In the event of a breach of Sections 2 or 3 of these Terms, or more generally the French Intellectual Property Code, the Publisher reserves the right to seek compensation for any infringement of its intellectual property rights or breach of these Terms. The Publisher also reserves the right to take action or bring claims to prevent, stop or penalise any infringement arising from unauthorised use of the Digital Platform.

3.2. AFP and FACTSTORY photographs

For each type of use, the User undertakes to comply with Appendix 1. A status of “not authorised” excludes that use. The absence of an express grant of rights does not constitute authorisation.

AFP Archive photographs are not authorised for commercial or advertising uses. Beneficiaries, quotas and arrangements for providing AFP and FACTSTORY photographs are limited to the categories and conditions in Appendix 1.

3.3. Prohibited uses and specific requests

Without the Publisher’s prior written consent and, where applicable, that of the rights holders, the User must not resell, assign, sublicense, redistribute or provide files to unauthorised third parties, or make any use not authorised under Appendix 1.

Credit requirements, prohibitions on alterations, metadata, data mining and artificial intelligence, and any takedown requests are governed by the relevant section of Appendix 1.

4. Publisher’s liability

The Publisher takes every care to compile and update the information available on the Digital Platform. It reserves the right to amend or correct content at any time without notice.

The Publisher cannot guarantee uninterrupted service, data transmission times or the security of information inherent to the internet, whose characteristics and limitations the User declares that they understand and accept. In particular, the User acknowledges having ensured that their connection, equipment and software are suitable for satisfactory access to the service.

The User is also responsible for taking all appropriate measures they consider necessary to protect their own data, software and equipment against possible viruses or other computer infections circulating on the internet. The Publisher shall not be liable for any such infection.

Consequently, the Publisher shall not be liable for any direct or indirect loss or damage arising from use of the Digital Platform or from information obtained through it.

Any use of the service by the User that directly or indirectly causes damage to the Publisher shall give rise to compensation payable to the Publisher.

5. Registration and User accounts

5.1 Registration on the website

Registration takes place online through an access-request form and requires a valid email address. Access categories are determined by the Publisher according to each User’s status and rights (news agency, photo agency, organisation, partners, press, radio, skipper and team, event partners, team sponsor, TV, schools and event media partners). The fact that a file is accessible through an interface does not change the contractual limits in Appendix 1.

The Publisher assigns or approves the applicable access profile. Any request to change profile must be submitted to the Publisher.

Accounts may not be lent, transferred or shared to circumvent the rights set out in Appendix 1.

If the User fails to comply with any obligation arising from these Terms, access to the Digital Platform may be suspended or terminated immediately, automatically, without prior notice or formal demand.

5.2 General provisions on login credentials

Use of the login and password is strictly personal and reserved solely for the registered User. The User undertakes to choose a strong password and not to disclose it.

The User alone is responsible for any disclosure of their password and any use of their login by themselves or third parties. Disclosure of the password by the User renders them directly and automatically liable for any damage arising from such unauthorised use.

Registered Users may change their password at any time. Doing so automatically invalidates the previous password.

If a password is forgotten, the Publisher provides a facility enabling the User to reset it as quickly as possible.

If a third party misappropriates or uses their credentials, the User undertakes to notify the Publisher as soon as possible.

The Publisher reserves the right to change the Digital Platform and access conditions at any time, without the User being entitled to object.

6. User liability and obligations

The User warrants to the Publisher that use of and contributions to the Digital Platform do not infringe third-party rights (e.g. privacy, defamation, image rights or copyright), public policy or accepted standards of decency, and comply with these Terms.

The User acknowledges that contributions to the Digital Platform may be misappropriated and/or hacked by third parties. The Publisher shall not be liable.

7. Hyperlinks

Without the Publisher’s express prior authorisation, the User may not insert hyperlinks in their contributions.

The Digital Platform may contain links to partner websites or other websites or sources. The Publisher has no control over them and therefore accepts no liability for their accessibility, content, advertisements, products or services available on or through them. The Publisher nevertheless reserves the right to remove any link to an external page containing content liable to offend Users, once it becomes aware of it.

8. Text and data mining and artificial intelligence policy

Pursuant to Article L.122-5-3 III of the French Intellectual Property Code, the Publisher objects to text and data mining across all Digital Platforms. Any text and data mining operations targeting the Digital Platforms, including by automated data collection systems, are therefore prohibited, whatever their purpose, unless the Publisher has given specific, prior, written and express consent.

Users of the Digital Platforms must not, by any means:

– Extract, use for any purpose, store, reproduce, publicly display or retain, directly or indirectly, in whole or in part, including in cache or temporary storage, a qualitatively or quantitatively substantial portion of website content, notably through machine-readable processes applied to content made publicly available online, in order to

develop or train any software program, including, without limitation, programs based on artificial intelligence;
– Extract works or other protected subject matter lawfully accessible on the Digital Platforms for text and data mining within the meaning of Article 4 of Directive (EU) 2019/790 of the European Parliament and Council of 17 April 2019 on copyright and related rights in the Digital Single Market, amending Directives 96/9/EC and 2011/29/EC. Text and data mining, and any extraction or reuse of a qualitatively or quantitatively substantial part of website content, are thus prohibited for commercial purposes.

To make this opt-out readable by automated data collection systems, it is also expressed through the metadata tag <meta name="tdm-reservation" content="1"/> or the HTTP header “tdm-reservation: 1”.

The Publisher reserves the right to bring any action or claim necessary to prevent, stop and penalise any breach of the above provisions, including legal proceedings, without prior formal notice.

10. Personal data protection

All provisions relating to personal data protection and the management of cookies and trackers are available on our dedicated Privacy Policy page.

11. Governing law and disputes

These Terms are governed by French law. The competent courts shall be determined in accordance with the ordinary rules of law.

Last updated: 19 October 2026

APPENDIX 1 — SPECIFIC TERMS OF USE FOR PHOTOGRAPHS

Contractual appendix to the Multimedia Server Terms — Route du Rhum – Destination Guadeloupe 2026

A. EVENT PARTNERS — usage rights

Source	Photo type	Rights	Status	Permitted media	Territory	Licence term	Image size	Quota	Access method	Reporting
AFP | 2026 edition		Internal and external communications (editorial use)	✓ AUTHORISED — via OC SPORT	PUBLICATIONS issued by the Partner for internal or external communications: memos, internal company newsletters, internal notices, posters, postcards and internal decoration (head office and subsidiaries), information brochures, flyers, annual reports, printed newsletters, press releases in press kits, media dossiers, point-of-sale decoration (posters, roll-up banners, window displays), product packaging, complete reproduction of OC Sport poster designs (including race and/or ticketing posters), and customer catalogues. Any other medium: prior AFP approval by email (reply within five working days; otherwise deemed approved). DIGITAL: Partner websites and mobile sites, apps and social media accounts at addresses listed in Appendix 3.	France and French overseas departments and territories, except Digital Media, accessible worldwide.	Agreement term: 01/04/2026 → 31/03/2031. Lifetime of the physical medium for Publications. Once online, the photo may remain online throughout the Agreement term and thereafter as a publicly accessible archive, in its original form and context, for the lifetime of the digital medium.	HD: best available resolution	No quota	https://www.routedurhum.media/fr	NO
AFP | 2026 edition		Commercial and advertising	⊘ PROHIBITED							
FACTSTORY | 2026 edition		All uses — assignment of rights (excluding commercial and advertising use)	✓ AUTHORISED — via OC SPORT	All media and methods for internal and/or external and/or promotional communications, without volume limits, provided that such uses generate no revenue. Content supplied by OC Sport. Mandatory credit: “Photographer’s name / OC Sport Pen Duick / FACTSTORY”.	Worldwide	Assignment term: duration of intellectual property protection, including beyond the Agreement term.	As supplied by FACTSTORY to OC Sport (HD).	No quota	https://www.routedurhum.media/fr	NO
FACTSTORY | 2026 edition		Commercial and advertising	⊘ PROHIBITED							

Reminder

The above rules must be read together: photo source and type, rights, permitted media, territory, term, file size, quotas, access and reporting.

B. EVENT MEDIA PARTNERS — usage rights

Source	Photo type	Rights	Status	Permitted media	Territory	Licence term	Image size	Quota	Access method	Reporting
AFP | 2026 edition		Editorial coverage and promotion of the Event — TV channel(s)	✓ AUTHORISED — via OC SPORT	TV CHANNEL(S) operated by the Media Partner as part of a TV Programme: editorial or Event-promotional broadcasts in a news/current-affairs context. French-language broadcasts, primarily on the linear TV Channel and secondarily on Digital Media. Excluded: documentaries, fiction and entertainment programmes.	France and French overseas departments and territories, except Digital Media, accessible worldwide.	⏱ PRODUCTION DEADLINE: 30 DAYS after downloading from the DAM to broadcast the photo in a TV Programme. After that deadline, no new uses. Once broadcast within the deadline, the programme may be rebroadcast and posted on Digital Media during the Agreement term. The photo may not be extracted from a TV Programme for reuse in another Programme or on another Permitted Medium.	HD: best available resolution	No quota	https://www.routedurhum.media/fr	NO
AFP | 2026 edition | Commercial and advertising | ⃠ PROHIBITED										
FACTSTORY | 2026 edition		All uses — assignment of rights (excluding commercial and advertising use)	✓ AUTHORISED — via OC SPORT	All media and methods for internal and/or external and/or promotional communications, without volume limits, provided that such uses generate no revenue. Content supplied by OC Sport. Mandatory credit: “Photographer’s name / OC Sport Pen Duick / FACTSTORY”.	Worldwide	Assignment term: duration of intellectual property protection, including beyond the Agreement term.	As supplied by FACTSTORY to OC Sport (HD).	No quota	https://www.routedurhum.media/fr	NO
FACTSTORY | 2026 edition | Commercial and advertising | ⃠ PROHIBITED										

Reminder

The above rules must be read together: photo source and type, rights, permitted media, territory, term, file size, quotas, access and reporting.

C. SPORTS TEAMS OFFICIALLY ENTERED IN THE 2026 EDITION & SKIPPERS & SPORTS TEAM PARTNERS — usage rights
Sports teams are those appearing on the official entry list for the Route du Rhum – Destination Guadeloupe 2026.

Source	Photo type	Rights Status	Permitted media	Territory	Licence term	Image size	Quota	Access method	Reporting
AFP | 2026 edition		Internal and external communications (including editorial use)	✓ AUTHORISED	DIGITAL: Skipper or Team websites, mobile sites, apps and social media accounts at addresses listed in Appendix 3. PUBLICATIONS issued by the Team or Skipper for internal or external communications: memos, internal newsletters, internal displays, posters, postcards and interior decoration (head office/ subsidiaries), information brochures, flyers, annual reports, printed newsletters, press releases in press kits, press dossiers, point-of-sale decor (posters, banners, window displays), product packaging, complete reproduction of OC Sport poster designs (including race and/or ticketing posters), customer catalogues. TEAM PARTNERS: Sponsor Publications and Digital Media at addresses declared when registering with OC Sport's Media Center (DAM). Advertising campaigns, promotional items and merchandising are excluded.	France and French overseas departments and territories. Worldwide, in any language, for internal/external communications (Publications and Digital Media); commercial use excluded. Outside France and its overseas territories: only real-time AFP photographs from AFP as indicated in source metadata, excluding all other sources, notably Getty Images North America.	Term: 01/04/2026 → 31/03/2031. Once online, the photo may remain online during the Agreement term and beyond as a publicly accessible archive in its original form and context for the lifetime of the digital medium. Physical Publications may remain for their lifetime.	HD: best available resolution	No quota	https://www.routedurhum.media/fr	NO
AFP | 2026 edition | Commercial and advertising			⛔ NOT AUTHORISED | — | — | — | — | — | — | —						
FACTSTORY | 2026 edition		All uses — assignment of rights (excluding commercial and advertising use)	✓ AUTHORISED — via OC SPORT	All media and methods for internal and/or external and/or promotional communications, without volume limits, provided that such uses generate no revenue. Content supplied by OC Sport. Mandatory credit: "Photographer's name / OC Sport Pen Duick / FACTSTORY".	Worldwide	Assignment term: duration of intellectual property protection, including beyond the Agreement term.	As supplied by FACTSTORY to OC Sport (HD).	No quota	https://www.routedurhum.media/fr	NO
FACTSTORY | 2026 edition | Commercial and advertising			⛔ NOT AUTHORISED | — | — | — | — | — | — | —						

D. MEDIA — usage rights

Print media, online media and television. OC Sport must grant the licence FREE OF CHARGE.

Source	Photo type	Rights	Status	Permitted media	Territory	Licence term	Image size	Quota	Access method	Reporting
AFP | 2026 edition		Editorial use (news) | ✓ AUTHORISED		PUBLICATIONS: print press issued under the Media outlet's brand. DIGITAL: Media outlet websites, mobile sites and social media accounts — to illustrate an editorial article or incorporate the photos into a Digital Programme or catch-up TV Programme. TV: Media outlet television channels (other than Media Partners), as part of a TV Programme.	France and French overseas departments and territories, except Digital Media, accessible worldwide. OC Sport may distribute press kits beyond these territories. Press kits distributed outside France and its overseas territories may contain only real-time AFP photographs identified as AFP in source metadata, excluding any other source, notably Getty Images North America.	⏱ PRODUCTION DEADLINE: 30 DAYS after downloading the photo to publish it online, include it in a publication or broadcast it. Thereafter, no new use. If published online within the deadline, it may remain on Digital Media as a public archive throughout the Agreement term, in its original form and context. A TV Programme may be rebroadcast and remain online during the Agreement term. BY EXCEPTION, once the Event ends and during the Agreement term, downloads from the DAM are permitted for retrospectives, participant or boat profiles and content announcing the next edition. Use within 30 days of downloading. OC Sport must keep these photos accessible in its DAM.	HD: best available resolution	No quota	Press kits accompanying OC Sport press releases OR https://www.routedurhum.media/fr	NO
AFP | 2026 edition		Internal and external communications	⛔ NOT AUTHORISED	Photos may only be used for editorial coverage of the Event in an immediate news context. They may not illustrate the Media outlet's own corporate or promotional communications.	— | — | — | — | — | —					
AFP | 2026 edition		Commercial and advertising	⛔ NOT AUTHORISED | — | — | — | — | — | — | —							
FACTSTORY | 2026 edition		All uses — assignment of rights (excluding commercial and advertising use)	✓ AUTHORISED — via OC SPORT	All media and methods for internal and/or external and/or promotional communications, without volume limits, provided that such uses generate no revenue. Content supplied by OC Sport. Mandatory credit: "Photographer's name / OC Sport Pen Duick / FACTSTORY".	Worldwide	Assignment term: duration of intellectual property protection, including beyond the Agreement term.	As supplied by FACTSTORY to OC Sport (HD).	No quota	https://www.routedurhum.media/r	NO
FACTSTORY | 2026 edition		Commercial and advertising	⛔ NOT AUTHORISED | — | — | — | — | — | — | —							

Reminder

The above rules must be read together: photo source and type, rights, permitted media, territory, term, file size, quotas, access and reporting.

E. Prohibitions and obligations

Absolute prohibitions and ongoing obligations

Apply to all photographs produced for the 2026 Route du Rhum – Destination Guadeloupe edition: OC Sport, Partners, Media Partners, Teams, Skippers and Media, for all AFP photographs.

Type | Subject | Applicable rule

⛔ PROHIBITED | Image alteration | No alteration of AFP photographs, except standard adjustments: brightness, minor cropping and broadcast quality. These corrections remain permitted for commercial uses (Common CP, Art. I.3).

⛔ PROHIBITED | Generative artificial intelligence | Generative AI tools may not be used to transform AFP photographs or create images from them without AFP's prior authorisation. Sole exception: blurring required by law.

⛔ PROHIBITED | Machine learning / AI | AFP photographs or content derived from them must not be made available to third parties to develop, train, evaluate, improve, test or fine-tune models or for AI exploitation (RAG, generative chatbots), whether B2B or B2C, without AFP's prior written permission.

⛔ PROHIBITED | Resale / syndication / redistribution | AFP photos may not be passed on, sold, syndicated or distributed to third parties, website publishers, portals, digital platforms, aggregators, redistributors or media monitoring companies, whether free of charge or for payment.

⛔ PROHIBITED | Photos marked "editorial use" | A photo restricted to "editorial use" / "restricted to editorial use" may not be used outside an immediate news context or for commercial purposes. Contact AFP for case-by-case permission.

⛔ PROHIBITED | Recognisable individuals (outside news) | Outside immediate news and information: do not use images of recognisable people without their prior consent, or parental consent for minors, subject to the releases held by OC Sport under Article III.9(i) of the CPC (Skippers, Teams, public attending Event venues).

⛔ PROHIBITED | Protected works | Do not use images of potentially copyrighted works — works of art, live performances — outside the news context without permission.

⛔ PROHIBITED | Misrepresentation | Do not distort the meaning of reported events, misrepresent depicted facts or alter the Event context.

⛔ PROHIBITED | Automated feeds | No automated feeds to social media accounts (such as X/Twitter). No automatic uploads without prior human selection.

⛔ PROHIBITED | Ambush marketing | Do not place advertising or sponsorship around photos that implies a brand is an Event sponsor, partner or photo distributor unless it actually holds that status or has permission.

⛔ PROHIBITED | Removal of metadata | Author, copyright and credit metadata, or other essential information, must not be removed.

✓ REQUIRED | Photo credit | Mandatory credit on or immediately next to each photo: AFP photos = "© [Photographer's name] – AFP - [Year]"; Factstory photos = "© [Photographer's name] – Factstory - [Year]".

✓ REQUIRED | Copyright on every page | Each Digital Medium page with AFP photos must display the AFP logo or "All rights reserved. © (current year) Agence France-Presse", linking to the full copyright notice.

✓ REQUIRED | Social media — visible credit | Credit “photographer’s name/AFP” immediately next to the photo, OR a visibly embedded AFP watermark/logo. Embedding is not compulsory when resolution is below 470 px and the photo includes a clickable link to the properly credited image.

✓ REQUIRED | Social media — context | An AFP photo must never be posted or shared on its own: at least a caption and credit are required. It must not be used in a Facebook album or journal without caption and credit.

✓ REQUIRED | TikTok / Twitch / Telegram | Before publishing, disable features enabling users to download, modify or create derivative works: Stitch, Duet, SaveVideo, Livephoto, share as GIF, downloading, collage and equivalents.

✓ REQUIRED | Removal at AFP’s request | AFP may request removal of one or more photos on legitimate grounds — legal, editorial or breach of terms. Immediate removal is required, without compensation.

✓ REQUIRED | GDPR and image rights | All distribution must comply with image rights and the GDPR. Personal data in metadata must be processed in accordance with applicable regulations.

✓ REQUIRED | Deletion at contract expiry | On expiry of the agreement, OC Sport (and consequently the Beneficiaries) must delete AFP photos from all internal media, except those already distributed, which may be kept in strictly internal archives for legal purposes but must never again be made publicly available.

F. Management arrangements

Access to files does not permit uses outside the profile, purposes and limits defined above. Permissions requiring approval “via OC Sport” must be obtained from the Publisher before publication.

OC Sport administers the shared quotas shown in the tables. Required reports must be submitted to OC Sport under the conditions communicated to beneficiaries. The photos concerned must be identifiable and their use must be justified.

Any prohibited use or use exceeding the scope of a licence must cease at the Publisher’s request. Takedown requests and conditions for retaining archive publications are governed by the specific restrictions applicable to each source and category.