Terms of Purchase and Sale

General Information

These Terms and Conditions of Purchase and Sale govern the rights and obligations arising between the online Portal reg.ööjooks.ee (hereinafter the Self-Service Portal) and the customers of ööjooks.ee/eestimaraton.ee (hereinafter the Buyer) when registering for an event or purchasing goods (hereinafter the Product/Products).

In addition to these Terms and Conditions, legal relations arising from the purchase of Products through the Self-Service Portal are governed by the legislation in force in the Republic of Estonia.

The Ööjooks.ee Self-Service Portal is operated by MTÜ Rakvere Maraton, registry code 80311257, Tähe 5, Rakvere 44314, Estonia (hereinafter the Seller).

The Ööjooks.ee Self-Service Portal enables customers to register for various events and purchase various Products.

The Seller reserves the right to amend these Terms and Conditions and sales prices. Any such amendments will be published in the Self-Service Portal. Amendments and additions to the Terms and Conditions and price list enter into force upon publication.

By accepting these Terms and Conditions, the Buyer confirms that they have read, understood and agreed to comply with them.

Product and Pricing Information

The prices of Products sold in the Ööjooks.ee Self-Service Portal are displayed alongside the respective Products. All prices include VAT.

Delivery charges may be added to the price where applicable. Delivery charges depend on the Buyer's location and the selected delivery method. The applicable delivery charge is displayed when placing the order.

Product information is provided in the Self-Service Portal alongside the respective Product.

Placing an Order

An order can be placed in the Ööjooks.ee Self-Service Portal by logging into an existing account or creating a new account. Orders may also be placed without creating an account.

To place an order, the Buyer must select the desired Product(s). To register for an event, the participant's or participants' details, including personal and contact information, must be entered in the registration form. When purchasing other goods, the appropriate Product and quantity must be selected. The selected Products are then added to the shopping cart.

At the next stage, the order is displayed and the Buyer may add another participant or select another Product from the online store. The following additional information may also be entered:

- gift card number or discount code;
- product delivery method;
- details of the person placing the order and the invoice recipient.

The same page contains a "Comments" field where the Buyer may provide additional information concerning the order. To proceed, the Buyer must indicate:

- whether they wish to receive information from the organiser by email and SMS;

- that they accept the event regulations, the Seller's Terms and Conditions of Sale and Privacy Policy;
- that the information entered in the registration is correct and that the participant has trained sufficiently to participate in the event.

When proceeding to the next step, the complete order and the total amount payable are displayed. Once the order has been confirmed, payment can be made via a bank link or credit card payment solution.

An order confirmation is sent to the Buyer's email address.

The purchase and sale agreement between the Seller and the Buyer enters into force when the amount payable has been credited to the Seller's bank account.

Registration for an event is confirmed by the participant's name appearing on the list of registered participants for the respective event. Lists of registered participants are displayed on the relevant event page at www.ööjooks.ee.

Order history and invoices can be managed under the "Orders" and "Invoices" sections of the Ööjooks.ee Self-Service Portal.

If the ordered Products cannot be delivered because they are out of stock or for any other reason, the Buyer will be notified as soon as possible and all amounts paid, including delivery charges, will be refunded without delay, but no later than 14 days after the notification is sent.

Right of Withdrawal and Refund of Participation Fees

Registration for an event concerns a leisure service to be provided on a specific date. Therefore, the statutory 14-day right of withdrawal applicable to distance contracts does not apply to event registrations.

If a participant chooses not to participate, the participation fee will not be refunded, regardless of the reason. Participation may not be transferred to another event or carried over to the following year.

If an event is cancelled, its date is changed, or another material change attributable to the organiser occurs, any refund of the participation fee will be handled in accordance with applicable law and the terms and conditions of the respective event.

In the event of force majeure, the organiser has the right to modify, postpone or cancel the event. The organiser will notify participants as soon as possible. Any refund or transfer of the participation fee will be determined based on the circumstances, costs already incurred by the organiser and applicable law.

Right to Submit a Complaint

The Seller is responsible for any non-conformity or defect in goods sold to the Buyer that existed at the time the goods were delivered and becomes apparent within two years from the date of delivery to the Buyer. If a defect becomes apparent within the first six months after delivery, it is presumed to have existed at the time of delivery. The Seller is responsible for rebutting this presumption.

If a defect is discovered, the Buyer has the right to contact the Seller no later than within six months by submitting a Product return/complaint application to info@eestimaraton.ee.

The Seller is not responsible for defects that arise after the goods have been delivered to the Buyer.

If goods purchased from the Ööjooks.ee Self-Service Portal have defects for which the Seller is responsible, the Seller will repair or replace the defective goods. If the goods cannot be repaired or replaced, the Seller will refund to the Buyer all amounts paid under the sales agreement.

The Seller will respond to a consumer complaint in writing within 14 days.

Dispute Resolution

If the Buyer has any complaints regarding the Ööjooks.ee Self-Service Portal or the Seller, they should be submitted by email to info@eestimaraton.ee.

If the Buyer and the Seller are unable to resolve a dispute by agreement, the Buyer may contact the competent supervisory authority, the Estonian Consumer Protection and Technical Regulatory Authority (TTJA), Endla tn 10a, 10122 Tallinn, Estonia, email: info@ttja.ee.

The Buyer may also use the European Union consumer dispute resolution platform.

Personal Data Protection, Data Processing and Security

Further information about the terms and conditions governing the protection of personal data is available here.

The Seller uses the data provided by the Buyer solely for the performance of the purchase and sale agreement. The data provided by the Buyer is treated confidentially and will not be disclosed to third parties, except:

- to the event organiser's contractual partners authorised to provide services related to the sporting event;
- to the company providing transportation or delivery services where a physical Product has been ordered;
- to other third parties where required by law.