

# TERMS AND CONDITIONS

[Are you the best supporter? \(https://thebestsupporter.com\)](https://thebestsupporter.com/) [🔗](#) > Terms and Conditions

Thebestsupporter.com offers sports clubs the possibility (as long, that is, as physical presence is restricted or not allowed at all) of allowing all their supporters to be visibly present at the matches of their favourite clubs. A separate order page has been put together for that purpose on the website: [debestsupporter.be](https://debestsupporter.be) / [lemeuilleursupporter.be](https://lemeuilleursupporter.be) / [thebestsupporter.com](https://thebestsupporter.com). Photos are uploaded through the website for the printing-out of two-dimensional cut-out images for delivery to the club. The club then places them in specific places on the stands of the relevant club.

If the supporter (Client) wishes to make use of this offer and place an order via the Thebestsupporter.com webshop the Client must take note of, and agree to, the following General Conditions and provisions. The placing of an order on the website is understood as express acceptance of our General Conditions and provisions; these may be consulted via de website at an time.

## ARTICLE 1 IDENTITY OF THE VENDOR

Contact details:

Triakon nv / Thebestsupporter.com

Vredebaan 72

2640 Mortsel

BE 0558.916.572

[info@thebestsupporter.com](mailto:info@thebestsupporter.com) (<mailto:info@thebestsupporter.com>)

Thebestsupporter.com is a joint venture in the property of:

TRIAKON NV, company number BE 0558.916.572, Vredebaan 72, 2640 Mortsel, Belgium.

And

DECATHLON BELGIUM NV, company number BE 0449.296.278, Jules Bordetlaan 1, 1140 Evere, Belgium.

## **ARTICLE 2 GENERAL PROVISIONS**

The present General Conditions (“Conditions”) are applicable in respect of each order placed by a visitor to this e-commerce website (“Client”). When placing an order via the webshop of Thebestsupporter.com the Client must expressly agree to these conditions, accepting the applicability of these conditions to the exclusion of all other conditions. Any conditions that the Client might otherwise impose are excluded. Thebestsupporter.com has the right to revise, amend or update at any time the Conditions and/or content of the site within the limits of the relevant legal provisions.

## **ARTICLE 3 PRICE**

All prices are express in Euro, always including VAT and all other taxes or charges to be paid by the Client.

If delivery, reservation or administrative costs are charged in addition, these shall be itemized in a separate invoice.

The Statement of Price concerns exclusively those articles to which specific reference is made. The associated photos are included for illustrative purposes only and may contain elements that are not included in the price.

## **ARTICLE 4 OUR OFFER AND YOUR ORDER**

We always try to describe with the greatest possible precision what we are selling to you and how the ordering process is in fact supposed to run. The description will in any case be sufficiently detailed to allow you to form a carefully considered judgment.

Your order is complete and the agreement between us is final once we have confirmed your order by e-mail and once we have received approval of your payment transaction by credit or debit cards from the issuer of the card. We offer the option of payment by Bancontact/Maestro or KBC payment button.

If the issuer of your card refuses to agree to your payment to us, we cannot be held responsible for delays in the delivery and/or non-delivery of your order. Orders without a valid payment in the name of the registered cardholder will not be accepted or processed.

To purchase a product, choose your favourite club. You then have the option, depending on the agreement with the relevant club, to personalize a panel with your own photo or image. You add it to the shopping basket. Then you enter your contact details and invoicing details. The supporter’s panel is delivered direct to your favourite club. In the last step you will receive an overview page, accept our General Conditions and confirm your payment. Once you have gone through these steps, the purchase becomes final. You will then receive a confirmation email from us.

## **ARTICLE 5 INSTALLATION OF THE SUPPORTER’S PANEL**

If we have an agreement with your favourite club it is the responsibility of the club to install the panel in a correct manner in a place to be determined by the relevant club. Depending on the (weather) conditions, it is the responsibility of the club to place or temporarily remove the panels. Thebestsupporter.com (<https://ssl.microsofttranslator.com/bv.aspx?ref=TAns&from=&to=en&a=Thebestsupporter.com>) may never be held responsible for any non-installable panel or for any loss, damage or injury sustained in any form. The Client agrees to this in advance.

## **ARTICLE 6 SUPPORT YOUR FAVOURITE CLUB**

If we have an agreement with your favourite club, we will transfer an amount to your favourite club per payment received from your supporter's panel. This way you can continue to support your club in a fun way.

## **ARTICLE 7 PROPERTY, PHOTO AND IMAGE RIGHTS**

The Client becomes the owner of the panel after production. By placing his order, the Client explicitly authorizes the use of the photograph to create the panel and also explicitly agrees to the possibility that the panel with its image is captured and/or recorded by means of photo and film cameras and may be broadcast on the Internet and/or (inter)national television and/or can be published in other media.

The Client uploads a photo of himself via the Thebestsupporter.com (<https://ssl.microsofttranslator.com/bv.aspx?ref=TAns&from=&to=en&a=Thebestsupporter.com>) website. Being a copyrighted photo, it is a requirement that the Client has, or has had taken, the photo of himself, or has obtained permission from the original taker to prevent any claims from third parties.

The Client exempts Thebestsupporter.com (<https://ssl.microsofttranslator.com/bv.aspx?ref=TAns&from=&to=en&a=Thebestsupporter.com>) and the relevant sports club from any third-party liability for any loss, damage or injury, past, present, future, sustained in any form, as a result of the unlawful use of the Client's photograph and/or any infringement of any intellectual property rights.

The Client is expressly prohibited from providing a photo containing lewd, offensive and/or inappropriate expressions, signs, symbols, or other forms of unwanted expression. [Thebestsupporter.com](https://ssl.microsofttranslator.com/bv.aspx?ref=TAns&from=&to=en&a=Thebestsupporter.com), as well as the sports club concerned, has the right to refuse production and/or placement of the panel in such cases. The purchase amount will not be refunded to the Client in such cases. Thebestsupporter.com (<https://ssl.microsofttranslator.com/bv.aspx?ref=TAns&from=&to=en&a=Thebestsupporter.com>) will carry out a first visual check during production, but it is the responsibility of the club to carry out a second check during installation. However, Thebestsupporter.com (<https://ssl.microsofttranslator.com/bv.aspx?ref=TAns&from=&to=en&a=Thebestsupporter.com>) and the sports club concerned decline all liability for any damage, in any form, in the event that an installed panel contains lewd, offensive and/or inappropriate expressions, signs, symbols or other forms of unwanted expressions.

## **ARTICLE 8 RIGHT OF PLACING**

The right of the panel to be placed in the stands by the relevant club shall apply during the term of the agreement with the club concerned, which normally corresponds to one season, as soon as the physical presence of persons is again (fully) permitted and/or if the relevant club itself decides to (temporarily) terminate the placement of the panels, the right of placement may be temporarily suspended or terminated by the relevant club. In the case of the termination of the right to place in the stands, the panels are properly destroyed by the club.

If circumstances allow, the club may also make arrangement to return the panels to the Client. This matter is left at the discretion of the club itself.

In the event of the Client's possible death, before termination of the right of placement, the Client's heirs must decide whether they wish to receive the panel or have it destroyed. If no response is forthcoming the panel will be destroyed one month after the club receives notice of the death of that Client.

## **ARTICLE 9 GUARANTEE**

Given the temporary nature of the application, no guarantee can be offered on the delivered product. Any defects must be reported immediately upon delivery to the club for installation.

## **ARTICLE 10 RIGHT OF CANCELLATION**

The personalised supporter's panels are put into production every working day. Given the temporary and playful nature of the application, orders cannot be cancelled. The supporter's panels have a personalised image and therefore cannot be taken back and/or the order cannot be cancelled.

## **ARTICLE 11 PAYMENT**

We can accept payment only via the payment modules on our website.

To ensure secure online payment and the security of your personal data, the transaction data is encrypted with SSL technology sent over the internet. To pay with SSL you do not need any special software. You will see a secure SSL connection to the "lock" for the website address in your browser.

## **ARTICLE 12 INTELLECTUAL PROPERTY**

Our website, logos, texts, photos, names and, in general, all our communications are protected by intellectual property rights held either by us or by our suppliers or other rights holders.

It is forbidden to make use of and/or make changes to intellectual property rights as described in this Article. For example, you may not copy or reproduce drawings, photo names, texts, logos, colour combinations, etc ... without our prior express written consent.

## **ARTICLE 13 FORCE MAJEURE**

Cases of *force majeure*, and more generally, any circumstances which prevent, reduce, alter or delay the execution of the contract by the participants, or that cause excessive complication of the fulfilment of the commitments entered into, relieve the participants of any liability and allow them, as the case may be, to reduce the undertaking, either by termination of the agreement or suspension its implementation, without any compensation. The following are considered *force majeure*: war, civil war, mobilization, lock-down, unrest, strike and lockout, both among the participants and its suppliers, mechanical failure, overload of websites, computer virus or bugs, fire, water damage, interruption of means of transport, difficulties in supplies of raw materials, materials and energy and restrictions or prohibitions imposed by the government.

# ARTICLE 14 APPLICABLE LAW – DISPUTES

Of course, we always hope that all our Clients are 100% satisfied. If you do have any complaints about our services, you can contact us via [info@thebestsupporter.com](mailto:info@thebestsupporter.com). We will do everything we can to deal with your complaint within 7 days.

All agreements we conclude with our Clients, regardless of their place of residence, are governed exclusively by Belgian law; all cases of dispute shall be referred for settlement to the sole jurisdiction of the competent Belgian law courts. If, for reasons of international law, a different law should apply, the interpretation of the present General Conditions will primarily refer to the Belgian Market Practices and Consumer Protection Act..

# ARTICLE 15 USE OF COOKIES

During a visit to the site, “cookies” can be placed on the hard drive of your equipment as a visitor to our site. For example, on a computer, phone or tablet. A cookie is a text file that is placed by a website server in your computer’s browser or on your mobile device when you consult a website. Cookies allow us to collect or store information about the website visit or about the user of the website.

We use “First party cookies”, technical cookies that are used by the visited site itself that are designed to make the site function optimally. E.g. settings that the user has made on previous visits to the site, or even: a pre-filled form with data that the user has done during previous visits.

You can set your internet browser in such a way that cookies are not accepted, that you receive an alert when a cookie is installed, or that the cookies are later removed from your hard drive. You can do this through your browser’s settings (via the Help function). Remember that certain graphics may not appear correctly, or that you will not be able to use certain applications.

By using our website, you agree to our use of cookies.

# ARTICLE 16 PRIVACY

The processing controller, TRIAKON NV, respects the Belgian Law of 8 December 1992 with regard to the protection of privacy in the processing of personal data.

The personal data you have communicated will be used for Client and Order Management for the sole purpose of correct execution of your order.

The personal data processed for Client Management will be retained for the period necessary to meet the legal requirements.

You have a legal right to access and correction of your personal data. Subject to proof of identity (copy of identity card) you can obtain the written communication of your personal data via a written, dated and signed application to TRIAKON NV, Vredebaan 72 2640 Mortsel, [info@thebestsupporter.com](mailto:info@thebestsupporter.com) free of charge. If necessary, you may also ask for correction of data that is incorrect, incomplete or irrelevant.

In case of use of data for direct marketing: you may oppose the use of your data for direct marketing purposes free of charge. To that end, you can always contact [info@thebestsupporter.com](mailto:info@thebestsupporter.com).

We treat your data as confidential information and will not disclose it, rent it or sell it to third parties. We do provide real personal data to third parties, if this is necessary for the execution of the purchase, including for the possible placement of the panel in the stadium in question.

We may also be required to provide personal data, for example, when so instructed by court order or when reporting criminal offences.

If you have any questions about this Privacy Statement, please contact us on [info@thebestsupporter.com](mailto:info@thebestsupporter.com).

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