

# General Terms and Conditions (GTC)

for participation at the enovos TriDays Luxembourg



## §1 Scope – Validity

(1) enovos TriDays Luxembourg is carried out in accordance with the regulations of the organiser. step by step S.A is the organiser of enovos TriDays Luxembourg.

(2) These terms of participation regulate the legal relationship (organisation contract), which is reached between the participant and the organiser. These rules and regulations are subject to possible changes. The relevant version of these rules at the time of registration is a part of the contractual agreement between organiser and participant. Any alterations to the contract, which are made public by the organiser on the internet or in written form automatically become binding as part of the contract.

(3) All declarations made by a participant to the organiser are to be addressed to step by step S.A.

## § 2 Rules of Competition – Safety Measures

(1) Anyone, who turns 18 on race day, is permitted to participate. The participant is aware that he/she will be disqualified and banned from participating in the following year if he/she participates using sports equipment (in-line skates or the like) or if he/she is carrying along a baby jogger or the like. Wheelchair, racing wheelchair, Hoyt chair, Joëlette or the like, are specifically prohibited from participating. Animals and pets are prohibited. Sports equipment which could in any way harm the safety or health of participants or supporters require an explicit approval by the organiser.

(2) Each participant is required to assess his/her own health condition and fitness with regards to taking part in the marathon event, or consult a doctor if necessary.

(3) The organiser will inform participants of any organisational changes ahead of the event. Directions of the organisers and designated personnel must be followed. In the case of infringements that bear an impact on the event's normal course or possibly affect the safety of any other participants, the organiser has the right to pull out and/or disqualify the concerned participant from the

event at any time. Legally binding declarations can solely be voiced towards participants by the organiser's authorised personnel.

(4) The attendance at the race briefing is mandatory!

## § 3 Registration – Conclusion of Contract

(1) The registration, which acts as the contractual agreement between participant and organiser, can be conducted by using the online entry form at [www.enovos-tridays.lu](http://www.enovos-tridays.lu).

(2) Each participant is only allowed to register once. Double registrations will not be accepted, which means that in case of a double entry of one individual, that participant does not hold any claim to the second entry, or to a refund of the entry fee.

(3) The contract becomes binding with an explicit click stating that the participant has read and accepted the general terms and conditions as well as the privacy policy. A participant shall only be deemed eligible to start once the organiser has received the entry fee and the participant has received the official confirmation of entry.

(4) Upon the receipt of the completed entry form and the entry fee, as well as any additional service charges, the organiser sends out a confirmation of registration. The organiser is authorised, but not obligated, to disregard or exclude any participant, whose payment of registration fees or additional service charges is delayed.

The organiser reserves the right to disqualify or exclude a participant if he/she provided false information on the registration, is banned, or is under suspicion of taking illegal substances (doping) before taking to the start.

## § 4 Terms of Payment

(1) Participants can make payments only by credit card.

(2) In case the credit card payment is refused by the payment system, the registration will be deleted from the registration system.

## **§ 5 Accreditation**

(1) A participant will only receive his/her race pack if he/she is able to present the confirmation of entry as well as valid photo identification (ID/passport). In case the participant is unable to attend the accreditation in person, he/she has to arrange for and authorise another person to pick up the race pack for him/her. It is not possible to send the race pack (even at a later date).

(2) Each participant is obliged to check the race pack for completeness as well as correctness of the items immediately. Reclamations and claims at a later point shall not be considered.

## **§ 6 Cancellation of Contract by the Participant**

(1) A free of charge cancellation is not possible.

(2) A Participant can, however, take advantage of cancellation insurance during the registration process. This insurance can only be booked during the registration for enovos TriDays Luxembourg for 10% of the registration fee + processing fee. The cancellation insurance does not cover any additional services booked during the registration process. In case of an insurance claim, only the entry fee shall be refunded by the insurance provider. This cancellation insurance is not a service provided by the organiser. The insurance terms and conditions of the respective insurance provider apply to the cancellation insurance.

(3) Furthermore, a participant has the opportunity to make a free transfer until April 15, 2020 online or on May 21, 2020 in person during the race pack collection. A service fee of €12.00 applies for processing the transfer on May 21, 2020.

(4) The organiser determines an organisational limit (number of participants and/or later date of registration) that is published in the invitation document or at a later date. Registrations that exceed the participation limit will not be accepted.

## **§ 7 Exclusion of Liability – Limit of liability**

(1) Participation is at the participants' own risk.

(2) The organiser's liability – also towards a third party – is limited to intent and gross negligence. The same applies to companies and helpers employed by the organiser. Any liability of the organiser for damages other than injury to life, body or health is excluded, unless they result from a gross negligence of duty by the organiser, or one of its legal representatives.

(3) The participant disclaims the organiser, its em-

ployees and its volunteers from any compensation for damages to himself/herself or a third person that were caused due to the athlete being accompanied on the closed-off course in any way up the finish line by a person not registered for the race. This does not come into action if the damage was caused by gross negligence or malicious intent by the organizer, its employees and its volunteers. In case a minor, for whom the participant has a duty of supervision, suffers the damage, the waiving also applies for those persons. In case of third parties claiming against the organiser, its employees and its volunteers due to the described events of a claim, he/she commits himself/herself to indemnify and hold harmless the organiser, its employees and its volunteers.

(4) Should the organiser be forced to or be obligated make changes in how the event is carried out or cancel it altogether due to circumstances of force majeure, government orders or security reasons, the participant will not be entitled to any compensation of losses from the organiser. Entry fees and fees paid for additional services will not be refunded in case of cancellation of the race.

(5) Personal injury claims are limited to the standard insurance used by the organiser. The organiser is not liable - except in deliberate cases – for unusual and therefore unforeseen consequential damages. The insurance limits also apply to any cases of personal injury claims on behalf of employees, helpers or any other third parties that are hired to assist the organiser for the execution of the event, or with whom the organiser is contractually bound to.

(6) The organiser is in no way liable for health risks of any participants connected to partaking in the event. It is the participants' duty to check his/her level of health and fitness and furthermore to pay specific attention to the health tips on the internet provided by the organiser. Upon collecting the race pack, the participant bindingly declares that there are no health-related concerns with respect to his/her participation in the event.

(7) The organiser is in no way liable in case of lost personal goods, valuables or athletic equipment.

(8) The participant acknowledges, after inspection of the course, its suitability for his/her participation in the race. He/she will immediately inform the race organiser should he/she detect anything that would negatively affect his/her safety. In general, the Code de la Route (Luxembourg / version from

September 22nd, 2019) and the Straßenverkehrsordnung StVO (Germany / version from June 6th, 2019) apply. Since the competition takes place in flowing traffic, he/she must comply with the traffic rules and follow the orders of the police, referees and aides.

### **§ 8 Data Collection and Data Management**

(1) The personal data provided by the participant during registration are stored and processed to implement and carry out the event, including medical assistance to the participants on the course as well as in the finish area by the official medical assistants. The data storage applies specifically to the data necessary for the payment process. By completing the registration process, a participant accepts the storage of his/her data for the purposes stated.

(2) The participant hereby agrees that the photos, videos and interviews on radio, TV, print media, books, photo-mechanical playbacks (films, CDs etc.) recorded in conjunction with his/her participation in the event may be distributed, published and used for advertising (flyer, poster and other print media) without any entitlement to compensation. Moreover, the participant agrees with the forwarding of his personal data (name, e-mail address) for the purposes of the sending of photos taken of him/her on the course and at the finish line, which will be provided by a company commissioned by the organiser. However, the participant does not expressly agree to the purchase of such photos.

(3) The participant agrees that personal data may be provided to the timing partner MIKA Timing (mika:timing GmbH, Strundepark – Kürtener Str. 11b, 51465 Bergisch Gladbach) for timing purposes and for the preparation as well as the online publication of results.

(4) The participant agrees to the publication of his/her first and last name, year of birth, club, race number and results (placing and times) in all print media relevant to the event (start list, result sheet etc.) as well as in all electronic media such as the internet.

(5) By completing the registration process, the participant also agrees that the personal data mentioned in para. 1 as well as any other information stored may possibly be used by the medical staff hired by the organiser in a medical emergency. In addition, the data may be used in anonymous

form for scientific research aiming to improve the health aspects at running events. The individual medical confidentiality is exempt from this agreement.

(6) The participant permits the use of his/her data for Newsletter mailings and SMS services. His/her data will not be given to other entities or used for commercial advertisement other than TriDays events promotion and information. With the registration, the participant is automatically registered to the TriDays Newsletter. It is his/her responsibility to provide to the race organizer a valid email address. He/she understands that email is the race's official way of communication.

### **§ 9 Timekeeping, Rented Chips and Improper Conduct**

(1) Timekeeping is done by using the Champion-Chip and Mikatag.

(2) Each chip is checked for full functionality before being issued to the participant. As a result, the organiser cannot be held responsible or liable for any cases of a chip malfunction that occurs after the hand out.

(3) If the officially assigned bib number is in any way altered, especially if the advertising is not visible or in any way covered, the participant will be excluded from the timing (disqualification). Furthermore, the rules of the sports bodies mentioned above and § 2 para. 1 of these General Terms and Conditions (GTC) apply accordingly.

Luxembourg, November 2019