

# General Terms and Conditions 2019

## General Terms and Conditions (GTC) for participation at the Haspa Halfmarathon Hamburg

### §1 Scope - Validity

(1) The Haspa Halfmarathon Hamburg is carried out - provided that the participant takes part with a starting license by an organization registered with the German Athletics Association (DLV) - in accordance with the rules of competition (IWB) of the German Athletics Association and the IAAF on a race course measured out by the AIMS under the supervision of the Hamburg Athletic Association (HHLV). For non-members of an organization of the DLV and those without a DLV starting license the race is carried out according to the aforementioned rules and regulations. The Hamburg Marathon Veranstaltungen GmbH is the organiser of the Haspa Halfmarathon Hamburg.

(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 Marathon Hamburg GmbH.

### § 2 Rules of Competition – Safety Measures

(1) Anyone, who was born in the year 2003 is permitted to participate. Participation in the Haspa Halfmarathon Hamburg with any sport equipment Sports equipment which could in any way harm the safety or health of participants or supporters require an explicit approval by the organiser. Animals and pets are prohibited.

(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.

### § 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.haspa-marathon-hamburg.de](http://www.haspa-marathon-hamburg.de)

(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. 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 by the German Athletics Association (DLV) or the IAAF, or is under suspicion of taking illegal substances (doping) before taking to the start.

### § 4 Terms of Payment

(1) Participants with a German bank account shall pay via the SEPA Core Direct Debit Scheme with a shortened pre-notification date of one bank working day ("COR"). Participants without a German bank account can make payments by SEPA Core Direct Debit or by credit card (VISA or Mastercard).

(2) In case of a debit not going through, due to insufficient funds or a transfer cancellation on behalf of the participant (even at a later date), the organiser is authorised to withdraw from the contract and charge the cancellation costs to the participant. The costs incurred by a direct debit retransfer, including a service charge of €7.50 from the organiser and the credit banking institute's corresponding charges shall be assumed by the participant in any case.

### § 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) In case that the competitor has lost his/her official confirmation of entry or is simply unable to present it when needed, he/she is able to obtain a replacement copy on presentation of valid photo identification (ID/passport). This additional service incurs a material and handling charge of € 1.00, which is to be paid in cash by the participant.

(3) 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 possible within the first two weeks after registration. The cancellation has to be carried out in written form. Fees shall not be refunded for cancellations carried out on a later date.

(2) A Participant can, however, take advantage of cancellation insurance during the registration process. This may be purchased at an insurance premium of €6.90 until the 2<sup>nd</sup> price level of the entry fee (44,- EUR), and €10.90 from 3<sup>rd</sup> price level of the entry fee (55,- EUR) onwards including a service fee of €1.00. 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 name a substitute participant either until March 28, 2019 online or on April 26 and 27, 2019 in person at the accreditation. A service fee of €15.00 applies for processing the transfer. A race slot that has already been transferred cannot be retransferred onto a new participant.

(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) 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.

(4) Personal injury claims are limited to the standard insurance used by the organiser. These insurance limits are currently listed as a maximum of € 1,500,000.00 for personal injury claims and € 50,000.00 for claims regarding damaged property or assets. The organiser is not liable - except in deliberate cases – for unusual and therefore unforeseen consequential damages. The insurance limits stated 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.

(5) The organiser is in no way liable for health risks of any participants connected to partaking in a running-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.

(6) The organiser is in no way liable in case of lost personal goods or valuables.

#### **§ 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 (§ 28 BundesdatenschutzG). 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 (Marathon-Photos.com, Vordere Weichselgartenstr. 12a, 90522 Oberasbach) 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 – Kürtenener 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 (§ 203 StGB) is exempt from this agreement.

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

(1) Timekeeping is done exclusively using the Real-Time-ChampionChip. The chip can be used by participants in any other running event using the Real-Time-ChampionChip timing worldwide.

(2) A rental Real-Time-ChampionChip must be returned to the respective collection point after the race. If the participant fails to return the chip, the organiser will impose an additional charge of € 25.00 that will be debited from the participant's bank account in accordance with the payment conditions stated in § 4 after the event.

(3) 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.

(4) If the officially assigned bib and start number are 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.

Hamburg, March 2018