

General Terms and Conditions

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

§1 Scope - Validity

(1) The Haspa Marathon 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 Marathon 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 2002 or earlier is permitted to participate. Participation in the Haspa Marathon Hamburg with any sport equipment is not permitted. Runners and their respective lead cars always have the right of way. Sports equipment which could in any way harm the safety or health of participants or supporters require an explicit approval by the organiser. Headphones of any kind are prohibited during the competition and will lead to disqualification. 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 sending in the fully completed entry form or by using the online registration at 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 a refund of the entry fee.

(3) The contract becomes binding with the participant's signature on the official registration form or in case of the online registration 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 organisation fee and the participant has received the official confirmation of entry.

(4) The organizer will send a confirmation of registration to the participant upon receipt of the registration and receipt of the organization fee (includes entry fee & service flat rate to cover

the organization effort in the run-up and the day of the event itself). The organizer is entitled, but not obliged, to disregard or exclude a participant who is in default of payment of the organization fee and/or any additional services.

(5) 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.

(6) 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.

§ 4 Organisational contribution/refund

(1) The organisation fee consists of the entry fee and a service flat rate. The service flat rate covers the organizer's year-round preparation costs.

(2) If participants have a legal right of withdrawal, e.g. if the event is cancelled or postponed due to a pandemic, the entry fee paid for participation in the sporting event will be refunded. The service fee for the organisation and preparation of the sporting event will not be refunded, without which the event would not be feasible for us in view of the unforeseeable consequences of the Covid-19 pandemic.

§ 5 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.

§ 6 Accreditation

(1) A participant will only receive his/her race pack if he/she is able to present the entry confirmation 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 entry confirmation 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.

§ 7 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 €10.90 until the 2nd price level of the entry fee (€74.00), and €13.90 from 3rd price level of the entry fee (€82.00) 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 until one week before the event online. A service fee of €21.00 applies for processing the transfer.

(4) If participants declare that they do not wish to participate in the event or that they will not start, there is no right to a refund or reimbursement of the organisation fee. The same applies to exclusion or disqualification of participants according to §3.

§ 8 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.

§ 9 Data Collection and Data Management

(1) The personal data provided by the participant during registration will be stored and processed for the purposes of the implementation and handling of the event, including the purpose of medical care of the participant on the course and at the finish by the medical services attending the event. This applies in particular to the data required for payment processing. This data is essential for the execution of the event. In addition, the storage, processing and publication of the personal race results is carried out to create a - also historical - results database, which can also be used to print the race results on personalized certificates. By registering, the participant consent to the storage of the results, processing and use of the data for these purposes. With

regard to the inclusion in the results database, the participant has a right of revocation for the future. Further details can be found in the data protection declaration on the website of Marathon Hamburg Veranstaltungen GmbH.

(2) The participant only agrees, subject to revocation in the future, that Marathon Hamburg Veranstaltungen GmbH may use the photographs taken by Marathon Hamburg Veranstaltungen GmbH or by photo or video service providers commissioned by Marathon Hamburg Veranstaltungen GmbH within the framework of the event he/she attended as a registered participant, film recordings and interviews of the participant may be distributed and publicly displayed free of charge for their own advertising purposes without any restrictions in terms of time, space and subject matter, in particular the photographs commercially, also for advertising purposes offline and online as well as in social networks, in particular in the following way: may use magazines, newsletters, posters, photo and video impressions of the event and press releases and the like the participant shall refrain from naming his name.

(3) Personal data stored in accordance with paragraph 1, such as first name, surname, date of birth, email address (if applicable) and the race number assigned to the event and, if applicable, the duration of the event will be passed on to a commercial photo and/or video service provider for the purpose of sending photos or videos of the participant during the event. By registering, the participant agrees to the storage and forwarding of the data for this purpose. However, the participant does not declare at the same time that he wishes to purchase such a photo or video.

(4) Personal data stored in accordance with paragraph 1, such as first and last name, date of birth, gender, address, as well as the start number assigned for the respective event and the achieved duration and placement of the participant during the event will be passed on to a printing and mailing service provider for the purpose of sending certificates and impression booklets of the event - if offered. With the registration the participant agrees to the storage and forwarding of the data for this purpose.

(5) Personal data stored in accordance with paragraph 1, such as first name and surname, as well as the start number assigned for the respective event and the achieved duration of the event of the participant will be passed on to an engraving service provider for the purpose of engraving medals - if offered. With the registration the participant agrees to the storage and transfer of the data for this purpose.

(6) Surname, first name, year of birth, nationality, gender, club, if applicable, start number and result (placement and times) of the participant will be printed or published in all relevant media accompanying the event (printed matter such as programme booklet and results booklet, as well as on the Internet) for the purpose of presenting results lists. By registering, the participant agrees to the storage, publication and use of personal data for this purpose.

(7) For the presentation in the list of participants, surname, first name, nationality, year of birth, if applicable the club and the registered competition as well as after the allocation also the start number will be published. Lists of participants will only be published on the Internet on the website of the respective event until the respective day of the event and can only be called up if at least the first two letters of the first or last name and the year of birth are entered. By registering, the participant agrees to the storage, publication and utilization of personal data for this purpose.

(8) The participant can object in writing, by fax or e-mail to service@marathonhamburg.de before his/her personal data is passed on in accordance with paragraphs 3 to 7 above. In this case, the respective service offered cannot be provided.

(9) In the event of medical treatment within the framework of the event by the medical services attending the respective event, the medical survey forms of the person(s) treated will be passed on to the Medical Board of Marathon Hamburg Veranstaltungen GmbH and stored there in accordance with the

legal regulations for handling medical data. In addition, the treatment data will be processed in anonymised form by the Medical Board for scientific evaluation with the aim of improving the health aspects of running events. The members of the Medical Board are subject to individual medical confidentiality (§ 203 StGB).

(10) The personal data stored in accordance with Paragraph 1, insofar as so-called ChampionChips are used in the races, will be passed on to a commercial third party (currently Mika timing GmbH, Körtener Straße 11 b, 51465 Bergisch Gladbach, www.mikatiming.de) for the purpose of comparing the registration of the ChampionChips (cf. § 6 Paragraph 1) and the timekeeping, to further third parties also for the preparation of the result lists as well as the posting of these lists on the Internet, if approved by the organizer. By registering, the participant agrees to the storage and transfer of data for these purposes.

§ 10 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.

§ 11 Right of revocation

Unless otherwise agreed in these conditions of participation, the statutory provisions on revocation and withdrawal shall apply. In the case of contracts concluded outside the business premises of the organiser and in the case of distance selling contracts for tickets, there is no legal right of withdrawal according to § 312g para. 2 no. 9 BGB.

§ 12 Disqualification, exclusion from the event and bans on starting

If the officially assigned start number is passed on in any way, or if it is obtained by false statements or is changed, especially if the advertising print is made invisible or unrecognizable, the participant(s) can be excluded from participation and, if necessary, starting bans can be imposed for the future; in any case, this participant(s) will be excluded from the time classification (disqualification). A disqualification or starting ban can also be imposed in the event of grossly unsportsmanlike conduct or repeated or significantly implausible passage times or payment arrears. Otherwise, the rules of national and international sports law and § 2 paragraph 1 of these General Conditions of Participation apply accordingly.