

General Terms and Conditions

General Terms and Conditions (GTC) for participation at the Haspa Marathon Hamburg Relay 2022

§ 1 Scope - Validity

(1) The Haspa Marathon Hamburg Relay is held on the course of the Haspa Marathon Hamburg which is measured with 42,195 km. The organiser of the Haspa Marathon Hamburg Relay is the Hamburg Marathon Veranstaltungen GmbH.

(2) 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 changes that are communicated by the organiser via internet or in written form are automatically binding as part of the contract.

§ 2 Rules of Competition – Safety Measures

(1) Anyone at the age of 12 and above is permitted to participate. Participation in the Haspa Marathon Hamburg Relay with other sports equipment is not permitted. Animals and pets are prohibited.

(2) Only participants who have been fully vaccinated against Covid-19 with an EU-approved vaccine at the time of the event are eligible to compete. A person is considered to have been fully vaccinated if he/she has received the necessary vaccination dose no later than two weeks before the date of the event. Proof must be provided by presentation of an official vaccination document in physical or digital form. In addition, persons who had an infection with SARS-CoV-2 (PCR-confirmed) more than 6 months ago and were vaccinated once with a COVID-19 vaccine, persons who were vaccinated once and had a SARS-CoV-2 infection after the first vaccine dose, as long as it was less than 6 months ago, and persons who were vaccinated once, had a SARS-CoV-2 infection after the first vaccine dose and were vaccinated once again are eligible to start.

(3) 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.

(4) 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 from the event and/or disqualify the concerned participant 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, must be conducted 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 explicit click stating that he/she 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 entry confirmation.

(4) Upon the receipt of the completed online registration the organiser sends out an entry confirmation to the relay team leader. 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 either 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 Organisational contribution/refund

(1) The organization 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) All payments of registering participants/relay team leaders with a German bank account are made by SEPA Core Direct Debit Scheme with a shortened pre-notification date of one bank working day ("COR"). Participants/Relay team leaders 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 relay team leader (even at a later date), the organiser is authorised to withdraw from the contract and charge the cancellation costs to the relay team leader. 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) The race pack for the entire relay team has to be picked up in person by the relay team leader or one of the relay runners. In case all relay runners as well as the team leader are unable to attend the accreditation in person, they may arrange for and authorise another person to pick up the race pack for the team, upon presenting a copy of the members' ID. A detailed explanation of this procedure will be explained on your entry confirmation. It is not possible to send the race pack (even at a later date).

(2) If the person appointed to pick up the race pack has lost the 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 of the entire relay team 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) Individual relay team members can be swapped or changed as desired until one week prior to the event (April 17th). From then on changes for the 4 runners will incur a one-off service charge of €10.00 and has to be made on site April 22nd or 23rd at the accreditation area.

Team leaders can only be changed until one week (April 17th) prior to the event. A team leader change will entail a transfer fee of €21.00.

§ 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 his/her 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 are stored and processed only 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/her 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 current timing partner of the event 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.

§ 10 Timekeeping, Rented Chips and Improper Conduct

- (1) Timekeeping is done exclusively using the Real-Time-ChampionChip.
- (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 § 5 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 race 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.

Hamburg, August 2021