

# General Terms and Conditions

General Terms and Conditions (GTC) for participation at the Haspa Marathon Hamburg 2024

## §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 (organization 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 2006 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](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 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 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 Organisational contribution/refund

(1) The organisation fee consists of the entry fee (75%) and a service flat rate (25%). 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 SEPA Direct Debit. Participants without a German bank account can make payments by SEPA Direct Debit or by credit card (MSA or Mastercard). Provided that payment by SEPA direct debit is not possible from the participants' country of origin, payment can only be made by credit card.

(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). Should additional proof/documents be required, the organizer will inform all registered participants of this in some time before the event. 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, if the organiser offers this option. 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. 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 can name a substitute participant at least until the official closing date of registration. A service fee of €21.00 applies for processing the transfer.

(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.

### **§ 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 upon registration will be stored by the timing partner MIKA Timing (mika:timing GmbH, Odenthaler Str. 153, 51465 Bergisch Gladbach, Germany) and used by the organiser 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 – if offered, 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. By registering, the participant agrees to the storage, publication and utilization of personal data for this purpose.

(8) The participant can object in writing or e-mail on 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 Timekeeping**

(1) Timekeeping is done exclusively using a disposable Tag (MlKA-Tag).

(2) The organiser cannot be held responsible or liable for any cases of a tag malfunction that occurs after the hand out.

#### **§ 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, April 2023