

General conditions of participation at the **“beat the city”-series**

1 - Scope of application

(1)

The conditions of participation described below apply to all participants taking part in one of the following competitions of the “beat the city” -series.

E-Grazathlon
Junior Grazathlon
Happy Fit Linzathlon
Junior Linzathlon
Innsbruckathlon
Junior Innsbruckathlon

Event organizer of the “beat the city” -series is CompanyCode, FN 170166w, UID: ATU44938804, Joanneumring 16/2, 8010 Graz. Place of jurisdiction is Graz. Detailed information on the data protection declaration for the “beat the city” competitions can be found on the website www.beatthecity.at

(2)

These conditions of participation regulate the legal relationship between the participants and the event organizer (organization agreement). They are subjected to occasional content-related changes. They are part of the contract between the organizer and the participants in the version valid at the time of registration. Changes which take into account the legitimate interests of the participants and which are announced by the event organizer on the internet or in writing become an integral part of the terms and conditions of the contract.

(3)

All statements made by the participant towards the event organizer are to be sent exclusively in writing by mail or email (office@companycode.at) to the following company commissioned to organize the event: CompanyCode GmbH, Joanneumring 16/2, 8010 Graz, office@companycode.at, 0316/232 680.

2-Participation & Safety

(1)

Anyone who has reached the age specified in the respective event announcement is entitled to start.

(2)

Participation in a competition of the “beat the city” -series using other sports equipment is not permitted. Sports equipment of any kind which can compromise the safety or health of the participants or visitors to the event is not permitted. This includes in particular bicycles and inline skates. Participating with wheelchairs and/or so called “handbikes” is not possible for safety reasons.

(3)

Accompaniment by bicycles, in line skaters and other means of transportation as well as the taking of strollers, so called “baby joggers” (jogging strollers) or animals is not permitted and will result in the DISQUALIFICATION of the runner! The employees authorized by the organizer are entitled at any time to remove runners who violate this rule from the current competition.

(4)

Organizational measures are disclosed by the event organizer prior to the start of the event. The instructions of the event organizer and its appropriately identified personnel must be followed by all means. The event organizer reserves the right to exclude or disqualify participants from the event for activities that are deemed detrimental or hazardous to the event, its participants and public safety. Legally binding declarations can only be released to the participants by the organizer's authorized group of people. This includes members of the on-site medical services that take care of the event.

They are permitted to prohibit the participation at and/or the continuation of the event in order to protect the health of the participant if certain health indications are apparent.

(5)

The race takes place in any weather, provided the safety of the participants can be ensured. However, the event organizer reserves the right to cut the race short if due to "imminent danger" (e.g. heat, thunderstorm, force majeure, terrorism, etc.) the safety of the participants, spectators or other participants cannot be ensured. In such cases, participants cannot claim reimbursement of their entry fee. In case of thunderstorm, etc., the race will be interrupted and continued when the situation improves.

If above mentioned circumstances that would justify stopping or interrupting the race occur prior to the start of the race, or if such circumstances are likely to occur based on objective criteria (e.g. warnings from the security authorities, weather forecasts by the Central Institute for Meteorology and Geodynamics), then the event organizer is entitled to postpone the race. In this case, the registration for the race (the participation ticket) remains valid. A refund of the entry fee is excluded.

3-Registration/Terms of Payment/Reimbursement/Organizational Matters

(1) ONLINE REGISTRATION

Registration for all competitions of the "beat the city" -series is possible via the online registration portal www.anmeldesystem.com of MaxFun Sports GmbH. Billing is done through this company on a for the account of the event organizer. At www.anmeldesystem.com each participant can check their registration status in real-time.

(2)

Personal, e-mail, fax, snail mail or phone registration are not accepted.

(3)

The entry fee is paid via www.anmeldesystem.com
For adolescents, the registration must also be signed by a legal guardian. If a registered participant does not compete - for whatever reason – there is no entitlement to reimbursement of the entry fee without insurance.

(4)

The current entry fees for the individual competitions of the "beat the city" -series are progressive and can be found on www.beatthecity.at in the corresponding information.

The number of available starting places is limited for each competition.

(5)

After registering online, the participants will receive a booking confirmation with the assigned reference number by email immediately after the registration form has been sent, which serves as proof of the correct transmission of the data to the event organizer. This number verifies the proper data transfer to the event organizer.

The booking confirmation is not regarded as a payment or collection confirmation. The starting number is assigned at a later date. The pick-up confirmation including the assigned starting number will be sent prior to the competition and MUST be printed out by the participant to pick up the starting number. For security reasons, personal photo ID and the personal collection confirmation are required when picking up the starting documents. Missing amounts are to be paid during the pickup at the cash register/help desk.

(6)

The event organizer reserves the right to disqualify a participant at any time and/or to exclude them from the event if he/she culpably provided false information regarding personal data relevant to the evaluation of his/her athletic performance when he/she registered. Participants can also be expelled if they are banned by a national sports association and/or by the NADA or if they had already been banned due to a doping offense or there is suspicion that the participant is going to start after taking illegal substances (doping). Should a participant, who meets the criteria that could lead to disqualification, register in any form (in writing or online), for one of the competitions of the "beat the

city” -series, there is no legally binding contract between the participant and the event organizer. A contract between the participant and the event organizer is only concluded once the registration has been checked for correctness of the data and if the registration is in compliance with the general terms and condition (GTC) of the “beat the city” -series.

(7)

If a registered participant does not start – for whatever reason – or if he/she declares his/her non-participation to the event organizer beforehand, he/she is not entitled to reimbursement of the participation fee.

(8)

With online registrations, participants have the option of taking out a fee-based cancellation/withdrawal insurance (“beat the city” -series) for illness. Details can be found in the appropriate category of the logon screen. The corresponding premium will be charged by MaxFun Sports and forwarded directly to its insurance partner. Insurance claims can only be submitted on this platform. Information and payment confirmations for the cancellation/withdrawal insurance can also only be issued from this platform. Online registration (booking a starting number) is equivalent to ordering a ticket and is therefore not subject to the Distance Selling Act §5f. Nr. 7 BGBI I 185/1999, which regulates that the law does not apply to contracts for the provision of services in the area of recreational activities. This means that the seven-day right of withdrawal and return is excluded.

(9)

When using so-called online codes, please note that they lose their validity after the predefined registration deadline for codes (usually one to two weeks prior to the general registration deadline). This is due to organizational reasons. Codes are not vouchers and cannot be redeemed after the pre-registration deadline.

(10)

The entry fee may only be reimbursed in case the event is completely cancelled and if the alternative date on the following day is also cancelled. If the cancellation is not justified by the event organizer, the entry fee will only be partially reimbursed in the amount of the difference after deducting the expenses directly attributable to the participant. Proper payment of the entry fee gives the participant the right to compete. There is no legal entitlement to services provided free-of-charge by the event organizer.

(11)

Due to official governmental regulations, a cancellation of the events or a race cancellation can be arranged in consultation with the jury under precisely defined conditions (heat, storm, extraordinary events).

(12)

The following documents must be brought along for personal starting number collection:

1. Pick up confirmation with the assigned starting number 2. Photo ID of the participant. In the case of under 18 years of age, the parents must sign a declaration of consent, which must be brought along when picking up the starting number.

(13)

If picking up a starting number for someone else, the following documents must be brought along:

1. The pickup confirmation signed by the participant him/herself. 2. The power of attorney signed by the participant. 3. A copy of the participant's ID. 4. Photo ID of the third party. 5. In the case of under 18 years of age, the parents must sign a declaration of consent, which must be brought along when picking up the starting number.

Without submission of the documents mentioned under 1.) to 5.), the starting documents for so-called “third-party collectors” will not be handed over!

A fee of 10 Euros will be charged for the re-registration including additional work.

(14)

By registering, the participant confirms that the starting documents will not be passed on to other runners. The participant is aware that the starting number is the only means of identification in case of emergency. It is strictly forbidden to pass on the starting number, which is the most important identification and safety instrument during the race.

By registering, the participant confirms that the starting documents will not be passed on to another non-registered runner. The participant is aware that the right to participate in the “beat the city” competition arises solely from registration and that the starting number is the only means of identification in emergencies. The participant is expressly prohibited from transferring the right to participate in the “beat the city” competition to a person who is not registered without the prior consent of the event organizer. Those participants who transfer their right to participate in the “beat the city” competition to a person who is not registered at the “beat the city” competition are responsible to the organizer for all resulting damages.

4 – Legal Disclaimer

(1)

If the event organizer in cases of force majeure is entitled or is obliged to modify or to cancel the event due to official orders or for safety reasons, the event organizer is not liable to pay compensation to the participant.

(2)

The event organizer is not liable for any property damage or financial loss.

(3)

The event organizer is not liable for the health risks of the participant in connection with participation in one of the competitions of the “beat the city” -series. It is the responsibility of the participants to have their state of health checked by a doctor prior to the event.

(4)

The event organizer is not liable for objects stored on behalf of the participants, which are accepted by third parties and assigned to do so by the event organizer. This applies in particular to items which are handed over to luggage storage. This disclaimer also applies to valuables such as mobile phones, wallets, watches, etc. because the cloakroom bag is not intended for storing valuables. The release/return of the items handed in at the baggage storage is open until one hour after the finish. Items that are not picked up by then will be kept by the event organizer for a maximum of 3 weeks after the event and can be picked up during this time from the organizer’s office upon presentation of the starting number. Thereafter, the items not picked up will be disposed. It is generally not possible to send items that have not been picked up by post.

5 – Data Collection and Utilization

(1)

The personal data provided by the participants when registering is saved and processed for the purpose of carrying out and handling the event, including the purpose of providing medical care to the participant while on the track or at the finish line by the medical services responsible for the event. This also applies to the data necessary for payment processing. By registering, the participant agrees that his/her data is being saved for above mentioned purpose.

(2)

The photos, film recordings and interviews of the participant that are taken in connection with the participation in the event in radio, TV stations, print media, online media, books, photomechanical replications (films, videotapes, etc.) can be distributed, published and used for advertising purposes by the event organizer without any claim to remuneration. Photos, videos and interviews are also passed on to sponsors for their internal communication without entitlement to remuneration. This applies to the entire “beat the city” -series.

(3)

The personal data saved in accordance with (1) will be passed on to a commercial photo service provider and/or video service provider for the purpose of sending photos or videos of the participant on

the track or at the finish line. By registering, the participant consents to the storage and transfer of the data for this purpose. The participant, however, does not hereby declare that he/she would like to purchase such a photo. The way of contacting the participant or the way of sending the photos is the responsibility of the photo and/or video service provider. The relevant offer information and/or the photos/videos can be sent electronically (email) and/or by a post. The participant in a competition of the "beat the city" -series agrees with his/her registration that photos/videos (full screen and/or thumbnail) which are taken at the event may be published on www.beatthecity.at and on social media operated by the "beat the city" social media channels and media partners.

(4)

The personal data stored in accordance with (1) will be passed on to a commercial third party for the purpose of timekeeping, creating the list of results as well as publishing these lists on the internet. By registering, the participant consents to the storage and transfer of his/her data for this purpose.

(5)

The participant's last name, first name, year of birth, gender, club - if applicable -, starting number and result (placement and time) are printed and published to display starter and result lists in all relevant media accompanying the event (printed material such as programs and result booklets, daily printed material upon request as well as on the internet). By registering, the participant consents to the saving and use of personal data for this purpose.

(6)

If an email address was provided by the participant when registering, he/she agrees to receive event-related information by email. This includes the entire "beat the city" -series. Such information is sent only by the event organizer. Disclosure of personal data (1) in particular email addresses to third parties other than those mentioned under (3) (4) and (5) does not take place.

(7)

Information from inquiries that the participant sends to the event organizer via the contact form on www.beatthecity.at, will be saved by the organizer for the purpose of processing the inquiry and in the event of follow-up questions. This data will not be passed on to third parties without your consent.

(8)

Data protection declaration for the use of Google Analytics on www.beatthecity.at. This website uses functions of the web analytics service Google Analytics. Provider is Google Inc., 1600 Amphitheater Parkway Mountain View, CA 94043, USA. Google Analytics uses so-called "cookies". These are text files which are saved on your computer and which enable an analysis of your use of the website. The information generated by the cookie about your use of the website is usually transmitted to a Google server in the USA and saved there. If IP anonymization on this website is activated, your IP-address will be cancelled beforehand by Google within member states of the European Union or in other contracting member states in the European Economic Area (EEA). The full IP-address will be transferred to a Google server in the USA and abbreviated there only in exceptional cases. On behalf of the provider of this website, Google will use this information to evaluate your use of the website, to compile reports on website activities and to provide further services for the website operator related to website activity and internet usage. The IP-address which is transmitted by your browser as part of Google Analytics will not be merged with other Google data. You can prevent the use of cookies by setting your browser software accordingly; however, we would like to point out that in this case you might not be able to use all functions of this website to their full extent. Furthermore, you can prevent Google from collecting and the data generated by the cookie and relating to your use of the website (incl. your IP-address) and from processing this data by Google by downloading and installing the browser plugin available under the following link: <http://tools.google.com/dlpage/gaoptout?hl=de>

(9)

Data protection declaration for the use of Facebook and Instagram

With your consent, which you have given as follows "I hereby agree to the use of Facebook's Conversion-Tracking by Facebook", we utilize "Conversion Tracking" by Facebook Inc., 1601 S., California Ave, Palo Alto, CA 94304, USA ("Facebook") on our website. This helps us track the users' behaviour after they have clicked on a Facebook ad and been forwarded to the provider's website. This procedure is used in order to evaluate the effectiveness of Facebook/Instagram ads for the statistical and market research purposes and it can help us optimize future advertising campaigns. The collected data is anonymous to us and does not offer us any information about the identity of the user. However, the data is saved and processed by Facebook which means that a connection to the

user profile is possible and Facebook can use the data for its own advertising purposes, in accordance with the Facebook data privacy policy (<https://www.facebook.com/about/privacy>). You can enable Facebook and its partners to place advertisements on and outside of Facebook. A cookie can also be saved on your computer for this purpose. Consent to the use of conversion tracking is only allowed for users who are older than 13 years. If you are younger, please ask your legal guardian for permission. You can click here in order to withdraw your consent to use this service.

6 – Timekeeping, Chip deposit and illegal behaviour

(1)

In all competitions of the “beat the city” -series, timekeeping is automated for each individual participant. Timekeeping is NOT possible without a chip! The chip is non-transferable!

Information on timekeeping is listed in the information about each event.

The borrowed chip must be returned to the designated return containers in the start/finish area after the run and it is the property of timekeeping. For non-returned chips, the event organizer has to pay 20,- Euros to the “timekeeper” for each chip. The event organizer might charge the participant 20,- Euros.

(2)

In case the officially assigned starting number is somehow altered, in particular if the advertising is made invisible or unrecognizable, the participant will be excluded (disqualified) from the time evaluation. The starting number has to be attached on the chest and clearly visible.

(3)

It is prohibited to pass on already issued starting numbers or to sell and trade starting positions and/or registration codes of the “beat the city” -series on other distribution channels, especially on digital marketplaces on the internet, e.g. willhaben, facebook, e-bay or similar platforms. Breach of contract may result in exclusion and/or disqualification from the event.

Passing on previously assigned starting numbers can also endanger the buyer of such a number during the race in case of medical emergency, since the data of the registered starting number does not correspond to that of the runner. All the voluntarily submitted medical data, emergency contact numbers, etc. do not match if the starting number is passed on to a third party.

In case of damage, the disclosure of the starting number can also have consequences in liability law.

7 – Conditions of participation as part of the “beat the city” -series

I hereby declare to have read the conditions of participation as mentioned below as well as the general conditions of participation shown on our website (www.beatthecity.at) and accept them as participation requirements. Should parts of these conditions be null and void, it does not affect the remaining parts of the contract. I am aware that, despite the safety precautions taken by the organizer, participating in the event is associated with high risk for the participants due to difficult track conditions and selective obstacles. I am also aware that these associated risks are not comparable to those of other running events.

The event organizer draws attention to the fact that injuries from falling, twisting, stumbling or slipping can occur when overcoming obstacles. There are also dangers posed by other participants that can jeopardize other runners by falling jumping. The runners must adjust their pace and running behaviour to the visibility, the crowd on the track and to the respective obstacles. Due to the large number of participants, an unobstructed view of the track cannot always be guaranteed. In this case, it is prohibited to continue running at full speed. The runners are obliged to slow down and adjust to the conditions of the track and the visibility.

With my registration I declare that I am aware of all the risks and that my skills as well as my state of health are sufficient to ensure a safe participation in the “beat the city” competition. I confirm that I registered voluntarily. In any case, I will adapt my behaviour on the track as well as on the obstacle course to the local conditions as well as to my own abilities and I will adhere to the instructions of the organizer, the assistants and other staff entrusted with the race management. I accept all competition rules that are announced, and I will strictly comply with all safety regulations, such as entering the

track only with suitable clothing (e.g. running shoes or cross-runners, but without spikes) according to the written recommendations of the organizer.

I am at least 18 years old and I act sensibly and responsibly. Anyone born between June 20, 2002 and June 20, 2005 can only participate if these conditions of participation and release form have been signed by the parents and submitted at the latest when picking up the starting number. In addition, I have informed my companions about the safety measures and general rules.

With my registration and this declaration, I explicitly waive any right of action or recourse against the organizer, his agents and property owners for all in connection with the implementation of the respective accidents or damages suffered, in particular within the context of the event in question, provided that the accident or damage is not demonstrably based on intent or gross negligence. If the organizer is obliged to make changes in the implementation of the event in case of force majeure or due to an official order or for security reasons, for example due to "imminent danger" (storms, terrorism, etc.), to postpone or cancel the event, the organizer is not obliged to compensate the participant.

If for whatever reason a participant does not start or if he/she declares his/her non-participation to the organizer prior to the event, the organizer is not entitled to reimburse the participant.

I agree that recordings that made of me (videos, photos, interviews) online, editorially in the media, for advertising / PR, in books or photomechanical reproductions (films, videos, etc.) for the entire "beat the city" -series, can be used without compensation claims on my part.

Photos / videos are also shared with sponsoring partners for internal media. I agree to receive event-related information by email. Only the organizer will send the relevant information.

Personal data, in particular email addresses, will not be passed on to third parties other than those mentioned under (3) (4) (5) in the general conditions of participation. I have read the text and have taken full note of it.