

### General terms and conditions of the hep Challenge Heilbronn powered by Audi 2020

### 1. Race regulations

The race regulations of the German Triathlon Federation (Deutsche Triathlon Union DTU) apply. The participants explicitly consent to them.

### 2. Conditions for participation

- 2.1 Any individual may participate who has registered properly and has accredited, who has acknowledged the general terms and conditions and who is in possession of an official bib of the CHALLENGE HEILBRONN 2020.
- 2.2 Only persons that have completed the 18th year of life when picking up the registration package and acknowledging the indemnity of life are admitted for all distances and for relay teams. The membership in a club is not necessary.
- 2.3 Every participant must take part in the race briefing (obligation). Furthermore, the information in the race/start information must be considered as it, amongst other things, states dangerous spots. The enumeration of spots listed there is non exhaustive, though.

### 3. Obligations of the participant

- 3.1 It's the obligation of each participant to self asses his/her health precondition for taking part in the race, if necessary, after consulting a physician. The participant has to take care for his impeccable equipment and must wear a helmet during the biking, that corresponds to DTU regulations.
- 3.2 Tips and orders of the organizers as well as the instructions of the volunteers must be obeyed. When these are violated and the proper execution of the event may be disturbed or the security of other participants may be endangered, the organizers are entitled to exclude the respective participant at any time.
- 3.3 The whole race is executed in public space. The regulations of the road traffic act including all directives enacted hereto, especially the road traffic regulations ("Straßenverkehrsordnung" StVO), are applied. Participants are obliged to follow these regulations.

#### 4. Conclusions of the contract

- 4.1 By transferring the registration fee, the registration is legally binding. Each participant can register only once, i.e. when one and the same person registers twice, no right on a second start or the refund of the registration fee arise thereof.
- 4.2 The contract is concluded when the participant acknowledges the general terms and the race regulations of the German Triathlon Federation.
- 4.3. The contract is concluded on the standard participation fee.
- 4.4. If the participant pays within seven days after his registration, he will be eligible to the special price valid at the moment of his registration.
- 4.5. The organizer reserves his right to delete the registered person of the starters list in case of nonpayment.
- 4.6. All fees include 19% VAT as well as the organizers fee to the Baden-Wurttemberg Triathlon Federation BWTV.

# 5. Registration package

The participant will only get his/her registration pack against showing his/her ID. In case the participant cannot pick it up in person, he has to take care that another person, who owns a written proxy, picks it up. The registration package cannot be sent by mail or courier.

## 6. Withdrawal or transfer by the participant

- 6.1. A deregistration/withdrawal can be executed without any reason up to and including 15<sup>th</sup> of May 2020. Until this date, the registration fee will be refunded less a service/cancellation fee in the amount of 20% of the total paid participation fee (including optionally booked additional services).
- 6.2. A deregistration/withdrawal after 15<sup>th</sup> of May 2020 until 18<sup>th</sup> of June 2020 the latest against medical certificate is possible. In this case, 50 % of the total paid participation fee (including optionally booked additional services) will be refunded in the form of a voucher for the registration for CHALLENGE HEILBRONN 2021.
- 6.3 A transfer to another person or the following year is not possible, but a transfer to another distance, in case there are free slots on the respective distance still available. When upgrading to a longer distance and a thus higher registration fee, the surcharge to the registration fee valid at this moment will be invoiced plus a service fee of 25 €. In case if a downgrade to a shorter distance and a thus lower registration fee, a service fee of 25 € will be charged and the difference to the then valid registration fee will be refunded.
- 6.4. Deregistration, withdrawals and transfers must be notified by e-mail to raceoffice { at } challenge-heilbronn.de stating the name and the distance originally booked!

#### 7. Cancellation and modification of the event

If the event is cancelled or modified due to force majeure, official orders or security reasons, the participant is not entitled to a refund of the registration fee or any other losses such as travel or accommodation costs. If the participant fails to appear, any claim will expire.

#### 8. Liability

- 8.1 Participants take part on their own risk.
- 8.2 The liability of the organizer is limited to intent and gross negligence, also against third parties. This is valid also for companies and volunteers appointed by the organizer.

The liability for other damages than those due to violation of life, body or health is excluded, as long as they are not caused by an intended or negligent breach of duty of the organizer, a legal representative or servant of the organizer. The liability for negligently, but not grossly negligently caused material damage is limited to the common liability insurance held by the organizer.

- 8.3 The organizer is not liable for equipment that get lost in the transition zone or other items missed by the participant.
- 8.4 With receiving the bib the participant bindingly declares that no health concerns against his/her participation exist. The participant must take care him-/herself for a correspondent health, accident and liability insurance.
- 8.5 Costs arising from the utilization of EMS or the like must be borne by the participant.
- 8.6 At the pickup of the registration package, the participant must confirm with his/her signature that he/she has read and understood the waiver declaration, the indemnity and formal obligation and the regulations and that he or she acknowledges it to the full extent.

#### 9. Data collection and handling

- 9.1 The participant complies with the handling and the transfer of the data collected during registration as well as the publication without a reimbursement claim of photos, films and interviews made during the event, which may be used by the organizer.
- 9.2 The participant complies with the transfer of his/her personal data in order to receive photos of the participant made during the race, made by a company appointed by the organizer.

# 10. Final clause

If one or more regulations of these general terms and conditions is invalid, the effectiveness of the other regulations stay unaffected. The parties are obligated to agree on a new regulation that come as close as possible to the purpose of the regulation invalid.

#### **Organizer:**

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