

OSTSEEMAN TRIATHLON

General Terms and Conditions (GTC) for participation in the OstseeMan in Glücksburg 2021

A. Area of application and basic regulations

A.1 For participation in the OstseeMan Triathlon Glücksburg, the legal relationship between the organizer and the participant is regulated with the following conditions of participation.

The male form is used for the participants in the following text (GTC). Discrimination of the sexes in accordance with the General Equal Opportunities Act (AGG) is neither intended nor wanted.

Contact details of the organizer are:

OstseeMan Sportpromotion UG (limited liability)
Holkier 9
24960 Glücksburg
Germany
Phone: +49(0) 4631 / 62191
E-Mail: info@ostseeman.de
Website: www.ostseeman.de

Managing Director

Reinhard Husen

Commercial register Flensburg HRB 7292FL

A.2. The following rules, regulations and ordinances are recognized with the participant's registration.

To participate in the event, recognition and compliance of the following is a prerequisite for participating in the OstseeMan:

- The General Terms and Conditions (GTC) for participants
- The announcement of the organizer
- The competition regulations on the website of the organizer. Changes are possible up to the day of the competition, which will be explained at the competition briefing.
- The current competition regulations of the German Triathlon Union (organizer regulations, sports regulations, Bundesliga regulations, anti-doping code, referee regulations, as well as legal and procedural regulations and disciplinary regulations).

Please follow the link for further details:

<https://www.triathlondeutschland.de/neu-im-triathlon/regelwerk>

B. Organization

B.1. The terms and conditions of the organizer according to the announcement, the general terms and conditions (GTC) for participants, the competition regulations, information and changes in the context of the competition briefing and the regulations of the DTU are to be observed by the participant.

B.2. Participation in the competition briefing is mandatory for ALL participants!

B.3. Instructions of the organizer and his staff must be followed.

B.4. The organizer is entitled to exclude the participant from the event at any time and / or to disqualify him if the participant disrupts the orderly course of the event or endangers his own safety or that of other participants or endangers the execution of the event through his behavior.

B.5. If a participant shows signs of health problems, medical care is entitled to take the participant out of the race to protect his health.

B.6. Any changes to the start number are prohibited and can lead to disqualification of the participant.

C. Reporting Procedure

C.1. The announcement regulates the registration and deregistration procedure.

C.2. The following reasons can lead to the disqualification of a participant:

- a) Providing self-responsible, incorrect personal data in the registration,
- b) Suspension by a court, arbitration tribunal or sports association,
- c) Violation of doping regulations or other sporting misconduct,
- d) Suspicion of a criminal offense.

C.3. Eligibility to participate is only transferable with the consent of the organizer.

The participant has to pick up the start number in person. Passing on the start number will result in a lifelong starting ban.

Anyone holding a start pass from their triathlon association or a day license is eligible to start.

C.4. If a participant does not show up at the start of the competition, there is no entitlement to a refund of the entry fee. This also applies to any justified withdrawal by the participant.

The cancellation and deregistration terms and conditions of the organizer apply according to the announcement.

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C.5. The entry fee can only be reimbursed if the event is completely canceled.

The entry fee will be refunded minus a processing fee / cancellation fee of 60.00 EUR if the organizer needs to cancel event due to the following exemplary reasons, which are beyond and therefore not the organizer's responsibility, for example:

- through force majeure,
- epidemics,
- pandemics

or any other situation that potentially puts participants, spectators and helpers at risk, for example

- extreme weather conditions,
- terrorism,
- or similar reasons.

The participant has the right to check whether the effort has been incurred or was significantly less.

D. Disclaimer of Liability

D.1. The organizer has the option of changing, delaying or canceling the event for the following reasons:

- Weather conditions
- If the event is canceled for reasons for which the organizer is not responsible, such as an official order
- Order, change of permit, "force majeure", conditions of the competition course or for any other reason beyond the control of the organizer, the registration fee will be refunded.
- In these cases, the participant has no right to withdraw from the contract.
- Any claims of the participant - for whatever legal reason - in connection with the event are excluded in these cases.

D.2. The organizer is only liable for grossly negligent or willful damage to property and assets.

Excluded from this limitation of liability are personal injury or damage caused by the culpable violation of a main contractual obligation of the organizer.

If the main contractual obligation of the organizer is negligently breached, the liability for the damage does not exceed a maximum amount of 2,000,000 Euros for personal injury and 1,000,000 Euros for property damage and each damaging event.

For the employees, representatives, vicarious agents and third parties who work for the organizer with the realization of the event or who are contractually associated with the event, the above limitations of liability also apply if these third parties suffer damage caused by the participant due to his participation in the event.

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D.3. If third parties suffer damage caused by the participant as a result of his participation in the event, the participant absolves the organizer as well as his employees, representatives, vicarious agents and third parties whom the organizer uses in connection with the implementation of the event or with whom he is contractually connected for this purpose, from any liability.

D.4. The organizer assumes no liability for health risks of the participant in connection with participation in the event.

The participant is aware that participation in the event involves danger and the risk of serious injuries and even death cannot be excluded.

The participant confirms and agrees that he is responsible for determining whether he is fit and healthy enough to be able to participate in this event without hesitation.

He further confirms that no doctor or comparable person advised him against participating in the event.

D.5. Participants are solely responsible for their personal belongings and competition equipment.

The participant confirms that he is aware of the risks involved: that there may be vehicle and pedestrian traffic on the competition course and that swimming, cycling and running and / or other components of the event involve danger that can lead to serious injuries, up to and including death.

The risks associated with participation in OstseeMan described below are not exhaustive:

- Hazards arising from dangerous surfaces, material failure and inadequate safety equipment,
- Hazards that arise from a collision with pedestrians, vehicles, other participants and fixed objects,
- falls,
- as well as hazards caused by other participants, spectators, volunteers or weather.

It is the duty of the participant to familiarize himself with the competition courses and the transition areas. By participating, the participant accepts the routes and transition areas as seen.

If there is any danger on the competition course, the participant must inform the organizer immediately.

D.6. The participant is solely responsible for all consequences of taking alcohol, drugs and/or medication,

The participant is aware of the dangers that result from the consumption of alcohol, medication and/or drugs before, during and after the event and that this may impair his judgment and his athletic abilities.

D.7. The participant agrees in advance to medical treatment during the event if this is necessary. Medical services are not included in the entry fee.
The costs will be charged to the participant according to the usual fee schedule.

The organizer does not provide insurance cover for medical treatment. The organizer is not obliged to do so.

The participant must ensure sufficient insurance cover for medical treatment. There is a disclaimer of liability on the part of the organizer.

D.8. The organizer assumes no liability for lost items belonging to the participant.

The organizer also assumes no liability for items that he has commissioned to store for the participant free of charge.

The liability of the organizer due to gross negligence remains unaffected.

E. Image and sound rights

E.1. With the registration for the event the participant transfers the right to the organizer with the granting of permission for:

- Usage of names as well as those in connection with the participation in the event of the organizer, of the third parties commissioned by the organizer or taken by the media,
- produced photos
- Film recordings or other visual and acoustic recordings and their reproductions
- as well as interviews of the participant without entitlement to remuneration
- **Unrestrictedly disseminate and publish** as broadcast, telecast, podcast, webcast, video, CDs, DVDs, recordings, film, advertising and promotional material.

E.2. The usage and exploitation rights of all images and sound rights of the event (unlimited in terms of time, space and content, including the right to public reproduction in whole or in part) lie exclusively with the organizer.

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F. Doping

F.1. The participant undertakes to participate in the fight against doping.

Recognition of the Anti Doping Code (ADC) of the DTU, the National Anti Doping Code (NADC) of the National Anti Doping Agency (NADA) and the Code of the World Anti Doping Agency (WADA) in its currently valid version as binding for him.

Assurance of the athlete that he has not committed any violations of anti-doping regulations and that he will continue to adhere to the applicable anti-doping regulations in the future.

If any of the information provided by the participant is incorrect, as described above, the participant will lose all contractual claims and will have to reimburse any services already received.

F.2. The participants selected by the organizer or another anti-doping organization are obliged to take part in an ordered doping control.

In the event of a positive test or if a valid limit value is exceeded, the organizer will ban the participant from the race.

F.3. The selected participants are obliged to participate in the doping control carried out by an anti-doping organization after the event.

A confirmed doping offense subsequently leads to disqualification.

Entry and / or prize money plus 25% expense allowance must be repaid to the organizer within 10 days after the disqualification.

The participant has the right to check that the effort was lower or did not arise.

F.4. If it is determined within one year after the event that the participant was doped in the year before the event, a subsequent disqualification is possible.

F.5. In the case of pending doping proceedings, the organizer can withdraw the participant's right to start if there is a justified suspicion of doping. Any claims for entry fee, prize money or other claims are therefore excluded.

F.6. The limit values of the ADC of the DTU in their currently valid version are authoritative for a blood screening.

F.7. Until a suspicion of doping has been finally clarified, the presumption of innocence and the obligation of all parties to refrain from all actions and statements that damage the reputation of the participant and the organizer apply.

The DTU must be informed immediately.

G. Consent to data collection and data processing / advertising

Personal data provided by the participant will be saved.

They are earmarked for:

- Implementation and handling of the event
- Medical care of the participant
- Time keeping, generation of result lists, posting on the Internet
- Publication in starter and result lists with name, first name, year of birth, gender, sports association, start number and
- publication in the media, in the program booklet, results booklet, Internet, TV, radio.
- Forwarding to the photo service

By registering, the participant consents to the collection and processing of his data.

H. Severability clause / Partial ineffectiveness clause / place of fulfilment / applicable law

H.1. Should individual provisions of these General Terms and Conditions (GTC) be wholly or partially ineffective for any reason, this shall not affect the validity and enforceability of the remaining provisions.

An ineffective or void provision (or part of a provision) is automatically replaced by a provision that is effective and legal and that comes as close as possible to the economic purpose of the invalid or void provision.

H.2. The place of fulfilment for the obligations from this contract is the registered office of the organizer.

H.3. The law at the registered office of the organizer applies.

I have read the General Terms and Conditions (GTC) for participants and expressly accept them as binding.