

# General Terms and Conditions

## ITU World Triathlon Hamburg 2016

### Section 1 CONDITIONS

(1) Anyone who has correctly registered for the ITU World Triathlon Hamburg 2016 can participate. The condition for correct registration is completing the online registration form in full and truthfully, accepting the invitation to compete, the GTCs and the sport regulations of the DTU and the payment of the starting fee and all other fees due. The condition for permission to start is correct accreditation and possession of an official start number of the ITU World Triathlon Hamburg 2016. Participants under the age of 18 require a written declaration of consent from a parent or guardian. Membership of a club is not required.

(2) Those admitted for the sprint distance are those born in 2000 and for the Olympic distance those born in 1998 and older.

(3) Those admitted for the relay sprint distance are those born in 2001 and older (swimmers) and those born in 2003 and older (cyclists and runners). Those admitted for the relay Olympic distance are those born in 2000 and older (swimmers) and those born in 2002 and older (cyclists and runners).

### Section 2 OBLIGATIONS

(1) Each participant is obliged to assess the condition of their health to participate in the event themselves and in consultation with a doctor if necessary. They shall ensure their equipment is in flawless condition and must during the cycling phase wear a helmet that meets valid DTU provisions.

(2) The information and regulations in the invitation to compete and the instructions of staff and assistants before, during and after the race must be complied with. In the event of any violations that disrupt the orderly course of the event or could endanger the safety of the other participants the organiser is entitled to exclude the affected participants from the event and / or disqualify them.

(3) Every participant is obliged to return the timing transponder after the end of the race to the organiser at one of the numerous drop-off points. On return a receipt will be issued that the participant must retain until the end of the year. If the transponder is not returned immediately after the event for cause it is possible to return it by post to the organiser's address. If the transponder is not returned within 14 days after the event the transponder shall become the participant's property and the value of the transponder of €46 will be debited from the participant's account/credit card.

(4) Every participant is obliged to read the invitation to compete (this can be called up by PDF download on [www.hamburg-triathlon.org](http://www.hamburg-triathlon.org)), the sport regulations of the DTU (these can be called up on [www.dtu-info.de](http://www.dtu-info.de)) and the participant information handed over on accreditation carefully and to comply with all provisions. By registering the participant explicitly accepts the conditions of the invitation to compete, the sport regulations of the DTU and the GTCs.

### Section 3 CONCLUDING THE CONTRACT

(1) Registration is deemed to be a binding contractual offer made by the participant to the organiser and is solely possible via the online form on [www.hamburg-triathlon.org](http://www.hamburg-triathlon.org). Unfortunately registrations by fax, post or email cannot be accepted.

(2) Every participant can only register for themselves and only once per event. Double registrations of one and the same person will only be counted once. In particular there shall be no claim to a second starting place.

(3) Every participant assures that their name and date of birth given on registration are correct.

(4) The condition for concluding a contract is that the participant or their legal representative has during online registration explicitly accepted the GTCs, the sport regulations of the DTU and the invitation to compete. After receipt of the starting fee by the organiser the participant shall receive an official confirmation of registration with which the participant contract comes into effect.

### Section 4 MERCHANDISE ORDERS

Merchandise can be ordered as an additional service during registration. The GTCs detailed during the order process apply to such orders.

### Section 5 PAYMENT

(1) Participants with a German bank account pay per SEPA Core Direct Debit Scheme with an abbreviated pre-notification period of one bank working day (so-called COR1), per VISA or Mastercard or in cash on accreditation. Participants who do not hold a German bank account (no SEPA Core Direct Debit Scheme possible) can pay exclusively per VISA or Mastercard.

(2) If the SEPA direct debit cannot be carried out due to a lack of funds or revocation by the participant or return debit (cancellation) the organiser shall not accept the contractual offer or is entitled to withdraw from the contract without further notice and to charge the participant the costs of the withdrawal. Any bank charges incurred by a return debit and an organiser's processing fee of €7.50 shall be borne by the participant. The participant has the possibility to prove that the bank charges have not been incurred.

### Section 6 ACCREDITATION

(1) The participant will receive their start documents on accreditation exclusively on submission of the official registration confirmation and of their identification card / passport. The start documents cannot be sent. If the participant is unable to carry out this process they must ensure the start documents are collected by a person they authorise to do so in writing. Any representative must on collection submit the official registration confirmation, written authorisation, **a copy of the participant's official identification** and also their own official identification.

(2) If a participant has lost their official registration confirmation or cannot submit this they shall be handed a replacement confirmation. A materials and handling fee of €1.00 shall be charged for this that the participant must pay in cash on their accreditation.

(3) Every participant is obliged to check their start documents that they receive on accreditation are complete directly after receipt. Any later complaints cannot be taken into account.

### Section 7 WITHDRAWAL / CHANGE OF DISTANCE / CHANGE OF PARTICIPANT

(1) In the event of withdrawal within 14 days of registration for the event the starting position fee shall be refunded. In the event of any later withdrawal the starting fee cannot be refunded. The service charge of €3.90 cannot be refunded in any case. Withdrawals must be made in writing by post or by online contact form to:

Lagardère Unlimited Events Germany GmbH, Friesenweg 7, 22763 Hamburg, Germany

Online contact form: <http://www.hamburg-triathlon.org/kontakt/>

(2) To safeguard the starting fee the participant can on registration take out separate withdrawal insurance at HanseMerkur Reiseversicherung AG. Currently an insurance premium of €9.90 and a service charge of €2.90 will be levied for this. Withdrawal insurance does not cover any additionally booked services or the service charge of €3.90. Withdrawal insurance is not a service provided by the organiser. The insurance conditions of HanseMerkur Reiseversicherungs AG (<http://hamburg-triathlon.org/ausschreibung/versicherungen/>) apply exclusively to the withdrawal insurance.

(3) A retrospective change to the distance is possible if starting positions can still be booked. In the event of a longer distance the participant must pay the corresponding difference in the starting fee; in the event of a shorter distance the organiser shall refund the corresponding difference in the starting fee. In the event of a retrospective change in the distance a fee of €11.00 shall be charged.

(4) The regulations in Figure 1 to 3 explicitly shall not apply to any registration for the event with a starting position voucher or to a voucher received within the scope of a competition or in the event of subsequent registration after the official close of registrations on 3 June 2016. A withdrawal from the registration or a change in distance is not possible in these cases.

(5) After receipt of their official registration confirmation the participant can personally name a replacement participant via their online user account on [www.hamburg-triathlon.org](http://www.hamburg-triathlon.org). Any such replacement participant must assume all the services booked. A processing fee of €20.00 shall be charged for processing a change of participant that must be paid by the new participant. Any payment for start fees already paid and payments for any additional services that may have been booked shall be regulated between the participants. A starting position that has already been transferred once cannot be given to another replacement participant again.

### Section 8 CANCELLATION OF THE EVENT / NON-APPEARANCE

(1) The organiser is entitled to make changes to or cancel the event in cases of force majeure, due to official order of for safety/security reasons. In these cases the organiser shall not be obliged to indemnify the participant (e.g. for travel costs).

(2) If an individual participant does not appear for the event any claims of the participant against the organiser shall lapse. Claims against the withdrawal insurance remain unaffected.

### Section 9 LIABILITY

(1) Participation is at your own risk. On registering the participant explicitly declares that they are aware of the specific dangers of an open triathlon.

(2) The organiser shall be liable without restrictions for intent and gross negligence. In the event of the breach of a duty caused by minor negligence that endangers the achievement of the purpose of the contract or makes the orderly conduct of the contract possible at all and compliance with which the participant can rely (hereinafter: material duties) liability is restricted to foreseeable losses typical for the contract. The organiser shall not accept any liability in the event of a breach of ancillary duties that are not material duties due to minor negligence.

(3) The preceding exclusions of liability shall not apply to losses relating to loss of life, personal injury or impairment to health. General legal provisions shall apply in these cases.

(4) The organiser shall not assume any liability for lost clothing, valuables or items of equipment of the participant that were not handed to the organiser for safekeeping. Such property should therefore be insured. The organiser shall only be liable for the loss of clothing bags in the event of intent and gross negligence.

(5) Insofar as any liability of the organiser is excluded or restricted this shall also apply to any personal liability of the organiser's employees, workers, representatives or vicarious agents.

(6) The condition for participation in the event is that the participant is healthy, in good physical condition and that they are therefore in a position to participate in the event. The participant is responsible themselves for ensuring compliance with these conditions. The organiser shall not assume any responsibility for any health risks to the participant. On receipt of the start number the participant gives a binding declaration that there are not any doubts about their health that would contradict their participation.

### Section 10 DATA COLLECTION AND DATA EXPLOITATION

(1) The personal data given by the participant on registration will be stored and will only be processed for the purposes of conducting and handling the event.

(2) The participant gives their consent that the relevant data specified in the registration will be forwarded to third parties for the purposes of timekeeping, placement, results and photo search and stored and used by third parties for these purposes.

(3) The participant gives their consent that the data recorded, their name, start number, the time they achieve during the race and placement are published on the event website, the website of the official timekeeper and on the website of the official photo partner.

(4) The participant gives their consent that any photos, film recordings and interviews made in connection with the event may be published on the event media without any claims to payment. The organiser will not sell these photos to third parties.

(5) The participant agrees that their data may be used for event-related mailshots. The participant can retrospectively contradict this use in writing.

(6) Every participant has the right to receive information about the data stored about them free of charge and has the right to correct, block or delete this data if applicable. If you have any further questions about the collection, processing or use of your personal data please contact the organiser. The same applies to any wishes for information, blocking, deleting or corrections with regards to your personal data and to revoking any consent you may have given.

### Section 11 COMPETITION REGULATIONS

The sport regulations, Bundesliga regulations, anti-doping regulations, competition judge regulations of the German Triathlon Union, legal and procedural regulations and disciplinary regulations apply to the event (all regulations can be called up on

www.dtu-info.de). By registering the participant accepts these regulations as binding.

**ORGANISER**

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