

# General Terms and Conditions (GTC)

## HAMBURG WASSER 2022 World Triathlon Championship Series

### Section 1 CONDITIONS

(1) Anyone who has correctly registered for HAMBURG WASSER 2022 World Triathlon Championship Series can participate. The condition for correct registration is completing the online registration form in full and truthfully, accepting the race information, the GTC and the sport regulations of the DTU and the payment of the entry fee and all other fees due. The condition for permission to start is correct accreditation and possession of an official bib number of the HAMBURG WASSER 2022 World Triathlon Championship Series. Participants of the Olympic distance (single) require a valid triathlon start pass or a DTU-one-day license. The start pass and the DTU-one-day license are non-transferable and non-refundable. Participants under the age of 18 require a written declaration of a legal representative. Membership of a club is not required.

(2) Those admitted for the sprint distance must be 16 years or older in the year of the event and for the Olympic distance 18 years or older in the year of the event.

(3) Those admitted for the relay sprint distance must be 15 years or older in the year of the event (swimmers) and 13 years or older in the year of the event (cyclists and runners). Those admitted for the relay Olympic distance must be 16 years or older in the year of the event (swimmers) and 14 years or older in the year of the event (cyclists and runners).

### Section 2 OBLIGATIONS

(1) Each participant is obliged to assess the condition of his/her health to participate in the event himself/herself and in consultation with a doctor if necessary. He/she shall ensure his/her 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 race information 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 participant from the event and/or disqualify him/her.

(3) Every participant is obliged to return the timing transponder after the end of the race to the organiser at the drop-off point. 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 any cause it is possible to return it by post to the organiser's address in Hamburg. If the transponder is not returned within 14 days after the event the transponder shall become the participant's property and the participant will be charged with the value of the transponder of € 46.00.

(4) Every participant is obliged to read the race information (available as PDF download at [www.hamburg.com](http://www.hamburg.com)), the sport regulations of the DTU (available at [www.dtu.info](http://www.dtu.info) only in German) and the participant information (available as PDF download at [www.hamburg.com](http://www.hamburg.com) one week before the event) carefully and to comply with all provisions. By registering the participant explicitly accepts the conditions of race information, the sport regulations of the DTU and the GTC.

### 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.com](http://www.hamburg.com). Registrations by fax, post or email cannot be accepted.

(2) Every participant can only register for himself/herself 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 slot.

(3) Every participant assures that his/her name, gender and date of birth given on registration are correct.

(4) The condition for concluding a contract is that the participant or his/her legal representative has explicitly accepted the GTC, the sport regulations of the DTU and the race information during online registration. After receipt of the entry 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

In the case merchandise is ordered as an additional service during registration separate GTC detailed during the order process apply to such orders.

### Section 5 PAYMENT

Participants can pay per VISA or Mastercard only.

### Section 6 ACCREDITATION

(1) The participant will receive his/her start documents on accreditation exclusively on submission of the official registration confirmation and of his/her identification card/passport. The start documents cannot be sent.

(2) Every participant is obliged to check his/her start documents that he/she receives on accreditation are complete directly after receipt. Any later complaints cannot be considered.

(3) MINOR PARTICIPANTS must give his/her consent to the accreditation by the legal representative in accordance with §108 para. 1 BGB (German Civil Code). This consent must be given by the legal representative personally on site. The legal representative must be able to identify himself/herself with identification.

(4) The Organiser has put enhanced health and safety measures in place due to the potential spread of COVID-19. I must follow all posted instructions while visiting any Event-related venue. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness, permanent disability, and death. According to the Centers for Disease Control and Prevention and the World Health Organization, senior citizens and persons with underlying medical conditions are especially vulnerable. By visiting any Event-related venue, I voluntarily assume all risks related to exposure to COVID-19. To secure the safety of all participants each participant acknowledges and agrees to hand out a declaration about his current health situation and about all contacts with COVID-19 contracted persons.

### Section 7 WITHDRAWAL / CHANGE OF PARTICIPANT

(1) In the event of withdrawal within 14 days of registration for the event the entry fee shall be refunded. In the event of any later withdrawal the entry fee cannot be refunded. The Processing fee (ACTIVE fee) cannot be refunded in any case. Withdrawals must be made by email to: [wshamburg@ironman.com](mailto:wshamburg@ironman.com).

(2) The regulations in Figure 1 explicitly shall not apply to any registration for the event with a starting slot voucher, to a voucher received within the scope of a raffle, to any

deferral or automatic transfer to a postponed date or a different event, or in the event of subsequent registration after the official close of registrations on 22nd Mai 2022. A withdrawal from the registration is not possible in these cases.

(3) After receipt of the official confirmation, the participant may personally designate a replacement participant via the user account available at

<https://myevents.active.com/login>. The replacement must race over the distance applied for. A transfer fee of € 20.00 plus 9% Processing Fee (ACTIVE Fee) is due in such cases. The new participant pays the current price tier. The originally registered participant is refunded his entry fee upon payment of all due fees (minus ACTIVE and processing fee) as soon as the new participant is registered. A starting position that has already been transferred once cannot be given to another replacement participant again. The transfer of race slots may only be conducted online until 22nd Mai 2022.

### Section 8 CANCELLATION OF THE EVENT / NO-SHOW

(1) The organiser is entitled to make changes to or cancel the event in cases of force majeure, due to official order or for safety/security reasons, and Organiser may delay the event for so long as such unsafe or unsuitable conditions apply. In cases where the event is only postponed for a short time or partially changed, the participant shall have no claims against the organiser.

(2) If the event is cancelled completely in one year, the participant has no claims for damages against the organiser for costs or expenses incurred by the participant. The participant may choose between options selected by the organiser as a replacement for the cancelled event or exercise his/her right to a refund against the organiser, unless otherwise stipulated by law.

(3) If an individual participant does not appear for the event any claims of the participant against the organiser shall lapse.

### Section 9 LIABILITY

(1) Participation is at your own risk. On registering the participant explicitly declares that he/she is 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 he/she is therefore in a condition to participate in the event. The participant is responsible himself/herself for ensuring compliance with these conditions. The organiser shall not assume any responsibility for any health risks to the participant. On receipt of the bib number the participant gives a binding declaration that there are not any doubts about his/her health that would contradict his/her 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 his/her 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 his/her consent that the data recorded, name, bib number, the time he/she achieves 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) By entering the contract for participation in an event of the World-Triathlon-Group, to which Ironman Germany belongs, the participant becomes a member of the World-Triathlon-Community. The World-Triathlon-Community operates an online platform on which the participant can update the personal data listed below as well as information about his participation and performance in events. Only on the basis of a separate authorization this data can be used to inform the participant about events that might interest him or about sports gear sold by a company of the World-Triathlon-Group. The following data is transmitted to a database operated by World Triathlon Corporation, 2701 N Rocky Point Dr Suite 1250, Tampa, FL 33607, USA on behalf of Ironman Germany GmbH: name, address, email address, date of birth, gender and information about the participation in an event. The safety of the transferred data in the United States is secured by an agreement satisfying the EU-Commission's directives. For any question regarding data and data management please contact [datenschutz@ironman.com](mailto:datenschutz@ironman.com).

(5) The participant gives his/her 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.

(6) The participant agrees that his/her data may be used for event-related mailshots. The participant can retrospectively contradict this use in writing.

(7) Every participant has the right to receive information about the data stored about him/her 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.

(8) For further information and regulations regarding the processing of the participant's personal data, the organiser has drawn up a separate data protection declaration, which the participant must agree to when registering and to which reference is made here.

### 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

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disciplinary regulations apply to the event (all regulations are available at [www.dtu-info.de](http://www.dtu-info.de) only in German). By registering the participant accepts these regulations as binding.

### Section 12 APPLICABLE LAW / SEVERABILITY CLAUSE

(1) The law of the Federal Republic of Germany shall apply to all legal relationships of the parties to the exclusion of the laws on the international sale of goods. For consumers, this choice of law applies only insofar as the granted protection is not withdrawn by mandatory provisions of law of the country in which the consumer has his/her habitual residence.

(2) If any provision of these Terms and Conditions is invalid, the contract shall otherwise remain valid.

#### **ORGANISER**

IRONMAN Germany GmbH  
Höchster Straße 90  
65835 Liederbach

#### **Mail Address Hamburg Office:**

IRONMAN Germany GmbH  
Friesenweg 5g  
22763 Hamburg

Handelsregister HRB 102537 - Amtsgericht Frankfurt am Main - USt-IdNr.: DE 219106550 - St.-Nr.: 040 236 35027

### **Personal data of the participant** **(please make sure to enter legibly!)**

**Bib number:**

\_\_\_\_\_

**Last name, first name:**

\_\_\_\_\_

**Date of birth:**

\_\_\_\_\_

*With my signature I confirm that the data of my registration are correct and that I have read and accept the invitation to compete, the exclusion of liability, the general terms and conditions and the regulations.*

**X**

\_\_\_\_\_  
date, signature of the participant (Legal guardian for minors)

**Name, first name of legal guardian:**

\_\_\_\_\_

*Note: The General Terms and Conditions must be personally signed by the participant (or his/her legal guardian) and presented in the original. A signature by a third party or a signature "by order" is not possible.*