GENERAL CONDITIONS

MARATHON EINDHOVEN 2021 – INDIVIDUAL PARTICIPATION

Artikel 1 Definitions

1. The following definitions apply to these general conditions:
   a Event: a race to be run on foot, forming a component of the event called Marathon Eindhoven organised by the Organiser in any year.
   b Participant: the natural person, not acting as a entrepreneur, who has registered to participate in the Event, in a manner permitted by the Organiser.
   c Agreement: the agreement relating to participant's participation in the Event.
   d Organiser: Golazo Sports SX (KvK 61063835).
2. These general conditions apply to all Agreements.

Article 2 Participation

1. Participation in the Event is only possible for a natural person and registration is mandatory for all persons. Only individuals who have reached at least the minimum age set by the Organiser are allowed to participate in the Event. For the component 'Marathon', this minimum age is 20, for the 'Half Marathon' 16 years, for '10 km' 14 years, for '5 km' 8 years, for '1,6 km' 4 years, for '5KM4ALL' 6 years and for 'Walking events' 6 years of age.
2. The Participant may only take part in the Event provided that he or she has completed the appropriate registration form fully and truthfully, the registration fee is paid in full and the participant agrees wit the general conditions. The Organiser reserves the right at all times to remove registrations with false personal data.
3. The Participant shall personally take part in the Event. In other words, it is not allowed to have another person participate in the Event on behalf of the Participant.
4. Transferring an Agreement to a third party is possible for a fee of administration costs of €5,00 handling fee.
5. In the event a Participant is unable to participate in the Event, the registration fee paid will not be refunded.
6. In the event the Participant in the 'Marathon or 'Half Marathon' has opted for a cancellation insurance, he or she can claim the paid registration fee and any paid extras up to 40 calendar days prior to the Event free of charge. Any payments made to a charitable cause, Energy Lab and the cancellation insurance (this being € 5.00) will not be refunded.
7. Requests for cancellation submitted less than 40 calendar days prior to the Event will not be processed.
8. Upon registration, the Participant is obliged to pay the registration fee, including any extras ordered and/or payments to charity, regardless of whether the Participant will actually participate.
9. If the Event cannot go ahead due to exceptional circumstances, the Organizer will, if not covered by insurance, within a reasonable period, endeavour to compensate the Participant for the registration fee received and any extras paid. The Organizer will inform the Participant as soon as possible. Exceptions to this are, not exclusively and inter alia: any extra purchased T-Shirt and donation to the official charity in relation to the Event. These will not be

compensated, however, the T-Shirt can be obtained by the Participant. The donation to the charity will be entirely for the benefit of the charity. Other expenses, costs, etc. will not be reimbursed to the Participant under any circumstances.

10. On the day of the Event: The Organizer may decide to terminate, suspend or neutralize the Event due to exceptional circumstances. The Organizer may also decide, based on exceptional circumstances, to change the route or distance to be covered. In such cases, no compensation of the registration fee and any extras will take place.
11. A decision by the Organizer to cancel the Event does not create liability for reimbursement of the costs incurred by the Participant, other than the entry fee and the extras paid, which are eligible for reimbursement under Article 2.7.

Article 3 Liability

1. Participation is at own risk. The Organiser shall not be liable for any damage whatsoever, which the Participant may suffer as a result of Participation, unless this damage is a direct result of wilful or gross neglect attributable to the Organiser. This exclusion of liability also applies to damages of a severe nature, such as all possible losses as a result of injury or death.
2. COVID-19 is a highly contagious virus that can lead to serious illness and death. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Attendance at the Event is entirely voluntary and at the Participant's own risk, and constitutes acceptance of the risks related to exposure to COVID-19. The Organizer is not liable in the event of contracting COVID-19 contamination as a result of participating in or attending the Event.
3. If, despite the provisions of the first paragraph of this article, the Organiser's liability for damage caused to the Participant must be assumed, the obligation of the Organiser to compensate for such damages is limited to the maximum amount the insurer of the Organiser will pay for such damages.
4. The Participant must be adequately insured against the risk of loss, which the Participant or a next of kin may suffer as a result of his or her death, injury or illness resulting from participating in the Event.
5. The Participant declares to be aware of the fact that participation requires both mental and physical fitness and declares to meet this requirement as well as having prepared adequately for the Event through training and in other ways. The Organiser expressly advises each Participant to undergo a sports medical examination in connection with his or her participation in the Event.
6. The Participant shall indemnify the Organiser for any damages third parties may suffer as a result of the Participant's actions or omissions relating to the Event. The Participant shall be adequately insured against the risk of liability for such loss.
7. On the same basis as the Organiser, sponsors of the Event and the municipalities in which the Event takes place are excluded from liability.

Article 4 Portrait Right

The Participant grants permission to the Organiser and its partners to publish photographs and images and similar material prior, during and after the Event in which the Participant is recognisable.

Article 5 Personal Data

Organizer

The personal data provided by the Participant will be included in a file by the Organizer and will be processed in accordance with the General Data Processing Regulation 2016/679 of 27 April 2016 regarding the protection of privacy with respect to data processing.

By entering into the Agreement, the Participant grants the Organizer permission to use the personal data for sending information to the Participant and for providing the personal data to the Organizer and its partners to send information to the Participant. The Participant is at all times allowed to indicate in writing or by e-mail, free of charge, that he objects to the sending of information by the Organizer or the provision of personal data, whereupon the Organizer will cease to send or provide such information. By entering into the Agreement, the Participant grants the Organizer permission to publish his name and competition results, for example through publication in newspapers and via the Internet.

Emergency services and other government agencies

During the Event, various emergency services will be active to provide first aid or other care in case of health problems of the Participant. The Organizer reserves the right to provide information about the Participant to the emergency services and/or to request this information from the emergency services at the time that care needs to be provided to the Participant in question by the emergency service(s) concerned. Think of personal data of the Participant and the emergency number that can be given at the Event, or start numbers. Emergency services are understood to be the Red Cross, ambulance, hospital, police, and fire department.

The Organizer also reserves the right to supply data about the Participant to government agencies or other authorized bodies for public health reasons, for example in the context of source and contact tracing which is an essential part of government measures in the event of an outbreak of a disease such as COVID-19 and the control of its further spread, and which process must trace persons who may have come into contact with infected persons so that they can be quarantined and possibly tested.

Article 6 Settlement of Disputes

Any disputes between the Organiser and the Participant will be settled outside of court through arbitration in accordance with the Arbitration Rules of the Atletiekunie [Dutch Athletics Union] or, failing that, the rules of the Dutch Arbitration Institute. A dispute is deemed to exist if one of the two parties states that this is the case.

Article 7 Validity of Provisions

If one or more articles of these conditions would be invalid or illegal, for whatever reason, this shall not affect the validity of the other conditions of these conditions.