

## General Terms & Conditions individual and group participants

### TCS Amsterdam Marathon 2022

#### Article 1: Definitions

1.1. In this document with General Terms and Conditions the following definitions are used:

- a. Event: An event organised by the Stichting Sportevenementen Le Champion in any year.
- b. Participant: a natural person who has registered for participation in an Event in a manner permitted by the Organiser, as an individual or as a member of a Participating Group.
- c. Participating Group: association, organization or group (of friends) who has registered for participation in an Event in a manner permitted by the Organiser, with a minimum of 2 participants.
- d. Agreement: the agreement between a Participant or Participating Group, related to the participation of the Participants in the Event.
- e. Organiser: the legal entity (in this matter the Stichting Sportevenementen Le Champion) with which the Participant or Participating Group has entered into an Agreement.

1.2. These General Terms & Conditions apply to all Agreements.

1.3. Organiser is authorised to make one-sided changes to these General Terms & Conditions. These changes start to work at the announced moment of the start. The organiser will share the changed General Term & Conditions prior to the start with the Participant/(person who registered of the) Participating Group, or at least announce where these can be consulted. In case no starting moment is announced the changes towards the Participant/Participating Group will start, as soon as the Participant/(person who registered the) Participating Group are informed on the changes.

#### Article 2: Participation

2.1. A Participant or Participation Group has agreed upon the General Terms & Condition in the registration module and therefore entered an Agreement with a corresponding payment obligation.

2.2. The Participant can only participate in the Event if he himself, or in case of a Participating Group, by a Participating Group for participating, is registered via the offered appropriate registration form, filled in truthfully, paid the complete registration fee in time and if every Participant (of the Participating Group) agreed upon these General Terms & Conditions.

2.3. The Organiser can decide, in particular individual cases, companies, associations or organizations, not to fulfil aforementioned demands and other profoundly demands, to exclude from participation.

2.4. If the Participant is unable to participate in the Event, the entry fee that has been paid will not be refunded. Also other payments based on the Agreement will not be refunded. For Le Champion members for only individual registrations a refund of the registration fee and additional orders (except the donation) is possible when cancelling by letter before the **1<sup>st</sup> of September 2022** based on the Agreement of Participant. When cancelling administration costs of € 2,50 will be restrained from the registration fee. From the date mentioned above also for Le Champion members no refund is possible based on the Agreement of Participant.

2.5. Resale or transfer of the registration for the Event is allowed for recreational components. Resale or transfer of the registration for a competition component is not allowed.

Transfer is only possible via the personal dashboard of the registration system.

2.6. The Organiser remains the right at all times due to exceptional circumstances and/or in case of supremacy, to change stated data and times of the Event, or to cancel the Event. In these cases the Participant or Participating Group can't claim any restitution of suffered damaged or possible costs made by the Participant or Participating Group, like for example but not exclusively travel- and residence costs. Besides that in these cases the following applies concerning the restitution of registration fees.

- The Participant or Participating Group will receive a refund of the registration fees, less the reasonable costs incurred by Le Champion in preparation for the event.

- With regard to any other orders by the Participant or Participating Group for, for example, shuttle bus tickets, parking tickets, medal inlays and merchandise, Le Champion will refund the amount paid, provided that the order can be canceled by Le Champion free of charge. If merchandise and/or the medal insert can no longer be canceled free of charge by Le Champion, the Participant or Participating Group will receive this order and the amount paid will not be refunded.

2.7. Participants until the age of 12 can only participate accompanied by an adult. Except for components which only children can participate. When there is a minimum- and/or maximum age for a component of an Event this can be found in the regulation of the Event.

2.8. The Participant will follow the instructions of the employees or volunteers at/of the Event at all times. At repeatedly or severe misbehaviour the Organiser has the right to stop the participation at the Event without the ability to claim a restitution of the registration fee or possible extra costs made or damage like for example, but not exclusively travel- and residence costs.

2.9. In case the Event doesn't go as expected by the Participant and/or Participating Group, the Participant and/or Participating Group is obliged to announce this directly to the Organiser. In case the complaint can't be solved on location after satisfaction, the Participant and/or Participating Group can inform the Organiser about this by letter within 14 days after the Event.

2.10. When participating in the Event the Participant declares to not have any COVID-19 related complaints for example, but not exclusively, a cold, coughing, a fever or sudden loss of taste or smell. In case the Participant can't participate due to COVID-19 related complaints article 2.4. applies.

2.11. The organiser remains the right at all times to take additional health and/or safety measures for the Event. The Participant or Participating Group is obliged to follow these measures and possible conditions.

### **Article 3: Liability**

3.1. Participation is at the Participant's own risk. The Organiser is not liable for any damages, by whatever name, suffered by a Participant as a result of the participation, unless the damage is a direct consequence of deliberate intent or gross negligence on the part of the Organiser. This exclusion of liability also applies to serious damages such as all possible damages resulting from injury or death. The Organiser is never responsible for indirect damage, under which labour costs, medical expenses, lost profits, despite the way in which these are originated.

3.2. If, despite the stipulations in the first paragraph of this article, the Organiser's liability for damages suffered by a Participant must be accepted the Organiser's obligation to reimburse the damages in question remains limited to the amount the Organiser's insurance company will pay in respect of the claim. With the understanding that with the lack of cover the liability of the Organiser is limited to the amount of maximum € 5.000,-- (five thousand euros) per Agreement.

3.3. The Participant must have adequate insurance cover against any risks of damage he or a surviving relative may suffer as a result of his death, injury or illness, caused by his participation in the Event.

3.4. The Participant declares that he is aware of the fact that participation requires good physical and mental health and declares that he meets this requirement and that he has adequately prepared for the Event through training and other means. The Organiser expressly and urgently advises the Participant to undergo a sports medical examination in relation to participating in the Event.

3.5. The Participant indemnifies the Organiser against liability for damages suffered by third parties as a result of an act or omission relating to the Event that is attributable to a Participant. The Participant must have sufficient insurance to cover the risk of liability for such damages.

3.6. (The registration of) the Participating Group indemnifies the Organizer against liability for damage that the Participant of a Participating Group may suffer as a result of his participation in the Event, unless this damage is the direct result of intent or gross misconduct attributable to the Organiser. fault, whereby the Organizer's obligation to pay compensation for that damage is limited to a maximum of the amount that the Organizer's insurer pays out in respect of that damage, on the understanding that in the event of lack of cover, the Organizer's liability is limited to a maximum amount of € 5,000 (in words: five thousand euros) per Agreement.

3.7. The Organiser doesn't accept any liability for lost loss, robbery or damage of clothing or other possessions of Participants. That also applies for goods who are left behind in the change accommodation (or cloakroom/ clothing drop-off) offered by the Organiser.

### **Article 4: Portrait rights**

4.1. The in the context of the Event or Agreement possibly by or on behalf of the Organiser made pictures, videos or other content of (electronic) devices, are possession of the Organiser, despite if these are placed at disposal to the Participant or third parties, unless agreed upon differently.

4.2. The Participant will not appeal on a reasonable concern, as meant in the copyright law (portrait right), based on the publication on the website of the Event and/or on the social media channels of the Organiser during or around the time of the Event made pictures and/or videos in which the Participant is visible.

**Article 5: Personal data**

5.1. On the processing of personal data by of because of the Organiser the Privacy Statement of the Organiser applies.

5.2. When necessary the Organiser will share the personal data of the Participant with government organisations for source and contact research.

**Article 6: Applicable law and disagreements**

6.1. On the Agreement and all legal relations that originate between the Organiser and the Participant, only the Dutch law applies.

6.2. In case of a disagreement, resulting from the Agreement or out of that resulting legal relations, both parties will first consult with each other in order to end this disagreement alongside a cordial way. In case parties do not succeed, a disagreement as mentioned above will exclusively be settled by a competent judge of the place of business of the Organiser.

**Article 7: Regulations**

7.1. The participation of the Participation group or Participant of the Event the Regulations of the Event apply.