

# **!RAPIDOS**

## **SPRINT X CROSS**

### **RULES OF PARTICIPATION**

AUSTRIA / June 2021

## **General**

### **Scope of application**

The terms and conditions of participation apply to all persons participating in the "Rapidos" sports event organized by BAMS Creations GmbH, Rohrerweg 8, 5163 Mattsee FN 558018s.

These rules of participation govern the legal relationship between the participant and the organizer. The rules of participation in the version valid at the time of registration are an integral part of the contract between the organizer and the participant.

The current version of the Rules of Participation can be downloaded at [www.sprint-cross.com](http://www.sprint-cross.com).

All declarations by a participant to the organizer are to be sent by e-mail to [info@sprint-cross.com](mailto:info@sprint-cross.com).

### **Participation requirements**

Persons regardless of gender, religion, ideology, sexual orientation, or disability are generally entitled to participate in the Sprint-Cross.

### **Start authorization**

Eligible to start are those participants who have reached the age prescribed in the respective announcement, meet the legal requirements for participation in sports events, are not subject to a ban on starting, are in a correspondingly good physical condition, have duly registered under the applicable regulations (incl. acceptance of the conditions of participation and the exclusion of liability) via the online registration platform and have paid the participation fee in due time.

Participants who are not of legal age are required to present a declaration of consent with disclaimer signed by a parent or legal guardian.

The registered person has to start in person and has to be able to manage the race under his/her own power. By registering, participants confirm that they meet the health requirements for participation and that they have sought medical advice in case of doubt.

### **Registration**

Registration takes place in advance exclusively online via the organizer's registration portal ([www.sprint-cross.com](http://www.sprint-cross.com)).

Registrations submitted in person, by e-mail, by post or by telephone cannot be accepted.

Participation in the competition requires the registration of the participant as well as the

processing and storage of his/her personal data by the organizer or by a third party commissioned by the organizer. The participant expressly agrees to this data processing.

With the online registration the participants accept the Sprint-Cross-Regulations, the respective event announcement, all rules of participation as well as the separate general terms and conditions of the registration portal provided by the external service provider (download in the context of the registration) in the currently valid version as binding for them. Their compliance and acceptance without exception is a basic requirement for participation in the event.

The organizer as well as the competition management reserve the right to reject registrations for important reasons.

After registration has been completed, withdrawal from the contract on the part of the registered person is excluded in accordance with § 18 Para. 1 Z 10 FAGG (in the event that the FAGG is applicable). This means that a fourteen-day right of withdrawal and return is excluded.

## **Sprint-Cross Regulations**

The event is based on the Sprint-Cross-Regulations, which can be viewed online on the website ([www.sprint-cross.com](http://www.sprint-cross.com)) in the currently valid version. The regulations will also be available for inspection by all participants at the competition office on the day of the event. The regulations serve to uniform and equal the practice of the sport and are not contestable in court.

The organizer reserves the right to change the regulations at short notice. These will be early announced.

The Sprint-Cross regulations must be observed by all participants.

## **Starting places / late entries**

It is expressly pointed out that only a limited number of starting places is available. The exact number of starting places can be found in the respective event announcement. There are no waiting lists.

The current registration list can be viewed on the registration portal of the organizer ([www.sprint-cross.com](http://www.sprint-cross.com)).

If the starting place quota is used up before the registration deadline, the registration for the respective event will be closed.

Whether the possibility of a late entry - in case of free starting places - is granted is at the decision of the respective organizer and can be found in the corresponding event announcement.

## **Registration fee/payment conditions**

The registration fees for the single classes valid for the event can be seen in the respective event announcement as well as online at [www.sprint-cross.com](http://www.sprint-cross.com).

The billing of the registration with the participant is done via the registration portal of the external service provider on and for the account of the organizer.

The registration fees include value added tax. Any bank charges, transfer fees or other fees possibly incurred in the course of payment/transfer shall be borne by the participant.

Payment of the registration fee shall be made exclusively via the registration platform.

Registrations without simultaneous payment will not be accepted.

By registering in the online registration system, the obligation to pay the registration fee arises, even if the participant does not start.

The receipt of payment of the registration fee means receipt of registration, i.e., the registration is only valid after receipt of the fee.

If a registered person does not start for whatever reason, there is no right to a refund of the registration fee.

## **Accreditation/collection of registration documents /bib number**

Participation is a highly personal right. Accordingly, each participant is obliged to collect his/her registration documents personally from the race office upon presentation of an official photo ID (e.g. passport, driver's license or ID card).

The transfer of the starting place to another person is generally not allowed.

The organizer as well as the competition management reserve the right to issue a starting ban for important reasons.

The bib numbers issued by the organizer as well as the coloured sleeves issued for the finals must be worn.

The bib number has to be fixed well visible in the upper chest area. Access to the course is not allowed without a bib number. New bib numbers will be issued after the qualifications.

With the registration the participating person confirms that already issued bib numbers will not be passed on to another participant.

The participants are aware that the bib number is the only identification possibility in case of emergencies.

## **Track**

The run is to be completed on the track marked by the organizer. The marking of the track will be done by the organizer in the best possible way. Each participant is responsible for the completion of the correct track. Shortening the track or similar is not allowed. The organizer and the competition management reserve the right to change sections of the track or to replace them with alternative tracks in the run-up to the event or for important reasons (e.g. due to weather conditions), even at short notice.

## **Timekeeping**

Timing is done by means of the timing system of the respective organizer. Own timing devices are not allowed.

The timing chip is integrated in the respective bib number, which has to be worn clearly visible on the chest in the qualification as well as in all further races. Please protect the bib number from magnetism.

Without a bib number there will be no timekeeping and therefore no result determination.

## **Safety**

### **Medical requirements/health risk**

Participants acknowledge that Sprint-Cross participation is very demanding from a physical, mental and technical point of view.

Participation in the event is only permitted if the participant is healthy and in sufficient training condition.

The organizer is not liable for the health suitability of the participants, and this is also not controlled by the organizer. Each participant takes part in the event at his own risk and responsibility. It is the responsibility of the participants to have their health condition checked by a doctor before participating.

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

In case of signs of weakness or indisposition, the participant shall immediately stop the run on his/her own initiative.

The organizer has the right to remove obviously ailing or insured participants from the race for health reasons or to refuse them the start.

## **Safety during the races**

The participants commit themselves to start exclusively with sporty outfit (running clothes). It is not allowed to run without shoes or without a top.

Shoes with spikes are forbidden.

Jewellery (rings, chains, watches, other dangerous body jewellery, ...) are prohibited for the safety of all participants.

Additional restrictions in the announcements of the respective organizer regarding material and equipment are to be followed without exception.

Participation with wheelchairs is not possible for safety reasons.

The organizer as well as the companies and bodies in charge of the organization and execution of the event are authorized at any time to exclude offenders from the competition, to expel them from the venue and, if necessary, to disqualify them.

## **Behaviour during the competition**

The principle of "fairness and fair play" applies throughout the event. All participants, attendants and spectators have to behave in a sportive and respectful way.

Any kind of intentional obstruction (especially pulling on the jersey, aggressive use of arms against runners, ...), disrespectful behaviour as well as grossly unsportsmanlike conduct will be punished without exception with disqualification by the competition management.

## **Participants briefing**

Immediately before the qualification round the competition management will hold a runners' meeting. The personal participation is obligatory for all participants without exception.

The rules and instructions announced in the course of the participants briefing must be observed by all participants in addition to the conditions of participation, the event description and the Sprint-Cross regulations.

## **Measures of the organizer**

The instructions of the organizer, the event team appointed by the organizer, the race management as well as the rescue service have to be followed without exception and at any time. Non-compliance will result in disqualification from the race and/or exclusion from the event.

The event will basically take place in any weather condition.

However, the organizer reserves the right to terminate the event prematurely or after the start due to weather conditions, e.g., because of danger to the participants.

## **Changes**

The organizer is, due to the current Covid-19 pandemic, entitled or in certain cases obligated to relocate, shorten, completely or temporarily cancel or terminate the event in exceptional situations.

An exceptional situation shall be deemed to exist in any case if there are sufficient indications that the planned implementation or continuation of the event may lead to a concrete danger to people (e.g. the participants or the visitors). Participants shall accept and comply without exception with any possible official conditions or requirements imposed on the organizer.

The participants will be informed about such requirements or changes on site as well as on the website of the event ([www.sprint-cross.com](http://www.sprint-cross.com)).

Participants are requested to inform themselves on an ongoing basis, but in any case, on the day of the event.

## **Anti-doping regulations**

With their registration for the event, the participants accept the anti-doping regulations of NADA. More information can be found on the homepage [www.nada.at](http://www.nada.at).

## **Withdrawal**

If a registered person does not participate in the race for whatever reason, or if the person declares his/her non-participation to the organizer beforehand, there is no right to a refund of the registration fee.

If the registered person has a legal right of withdrawal, the registration fee paid for the participation in the race will be refunded.

## **Disqualification / exclusion / prohibition to start**

In case of violations of the conditions of participation or the regulations, as well as in case that instructions of the organizer, the event team appointed by the organizer, the competition management or the rescue service are not followed and there is a risk that the proper course of the event or the safety or health of the participants is endangered, the organizer can exclude or disqualify individual participants or the entire team (team competition) from the time evaluation or from the competition altogether.

Further violations that can justify exclusion or disqualification from the competition are, among others:

- passing on the personally assigned bib number in any form
- alteration of the bib number

- making the advertising imprint on the bib number unrecognizable
- grossly unsportsmanlike conduct
- behaviour that endangers other participants, spectators or the event team
- serious violations of the competition rules / regulations
- culpable false statements of personal data
- violations of the anti-doping regulations of NADA
- suspicion of taking unauthorized substances
- not appearing on time in the "holding area" in the starting area
- false start

Disqualification can take place on the track, at the finish line or subsequently when the offense is determined. Participants who have attracted attention by unsportsmanlike conduct can be refused the start.

The organizer can refuse disqualified participants the registration in the following years. If a participant is disqualified, for whatever reason, he/she is not entitled to a refund of the registration fee.

## **Prizes**

Cash prizes as well as prizes in kind are to be collected by the participant personally and immediately after the award ceremony in the competition office. These prizes will only be handed over against signature of a confirmation of receipt.

Cash and non-cash prizes that are not collected personally from the competition office during the award ceremony will be forfeited.

If two or more participants are placed equally, the prizes will be distributed equally between the eligible participants. If this is not possible (e.g. in the case of non-cash prizes), the decision will be made by drawing lots.

The participants have to take care of a possible taxation of the prizes.

## **Liability**

The organizer assumes no liability (including negligence) for personal injury, property damage or financial loss of any kind (including consequential damage) arising in connection with the event.

Each participant is responsible for the technical safety of his/her own equipment and must ensure that it complies with the rules.

The organizer assumes no liability for objects stored free of charge.

By agreeing to the conditions of participation, participants confirm that they have appropriate liability insurance.



## **Cancellation / Force majeure**

If the event cannot be held, the organizer is entitled to cancel it at any time.

The organizer reserves the following options for the reversal of registrations already made:

- Refund of the registration fee minus a handling fee of € 10,- (remittance)
- Donation or solidarity contribution

In such a case the participants will receive an official letter from the organizer. Within two weeks from the delivery of the letter the participant has to send a corresponding feedback to the organizer. If no response is received within this period, the registration fee will be retained as a donation or solidarity contribution.

With the retained fees and contributions, the administrative costs for the re-registration such as administration, bank charges and postage as well as already incurred costs for the preparation of the event such as organizational expenses etc. will be compensated.

If, in cases of force majeure, the organizer is entitled or obliged by official order or for safety reasons to make changes in the implementation of the event or to cancel it in whole or in part, the organizer shall not be liable to pay damages to the participants. Registration fees collected will not be refunded.

Should the organizer be entitled to reduce the number of participants in cases of force majeure or be obliged to do so by official order or for safety reasons, a draw will be held for the maximum number of participants prescribed by the authorities. The affected participants will be informed immediately about a (partial) cancellation.

## **Image and sound recordings/interviews/media**

In order to promote the Sprint-Cross sport and its protagonists, the organizers themselves or service providers contracted by the organizer implement professional media productions. Participants are required to support them in the best possible way (availability for photos, videos, interviews, wearing POV cameras ...) and to promote supporters and sponsors of the event in the best possible way (e.g. by visibly wearing the race number).

Participants acknowledge that the present event is a public event and that they, as a person, may therefore become the subject of image and video coverage.

The event can or will therefore be reported online on the internet and social media as well as offline on radio, TV and print. In addition, the organizer will also document its event in picture and sound.

The participants may be filmed, photographed, or interviewed by the organizer himself or by service providers commissioned by him.

The photos, film recordings, interviews or similar may be used by the organizer free of charge for documentation and editorial purposes.

The participants grant the organizer the exclusive right, unrestricted in terms of time, space, and subject matter, to reproduce, distribute and publicly display and offer for retrieval the recordings, in particular to publish and use the photos and video material commercially,

including for advertising purposes, offline and online as well as in social networks. By registering, the participant agrees to the storage and disclosure of data for this purpose. In doing so, the participants expressly waive their right to be named.

## **Data collection and data utilization**

The personal data provided by participants during registration will be stored and processed for the purposes of implementing and handling the event, including the purpose of providing medical care to participants during the event and in connection with the event, as well as for the purposes of media coverage and, if necessary for handling, will be passed on to external service providers. This also applies to the data necessary for payment processing.

From the stored personal data, surname, first name, year of birth, gender, nation, if applicable club, team name linked with the start number may be passed on to an external service provider for the purpose of timekeeping, the creation of start and result lists, as well as the publication of this list on [www-sprint-cross.com](http://www-sprint-cross.com).

In addition, the participant's surname, first name, year of birth, gender, club (if applicable), team name, start number and result (placing and times) will be published in all media relevant to the event (printed matter, daily print media and television stations) and in all electronic media such as the Internet for the purpose of presenting start and result lists. The participant gives his express consent to this.

By registering, the participant agrees to the storage, forwarding and publication of the data for the purposes stated here.

By providing his/her e-mail address or his/her postal address, the participant agrees to receive information relevant to the event from the organizer by e-mail and/or post.

Data or information from inquiries that people send to the organizer via the contact form on [www.sprint-cross.com](http://www.sprint-cross.com) will be stored by the organizer for the purpose of processing the inquiry and in case of follow-up questions. This data will not be passed on without the consent of the participating person.

### Information for spectators:

Within the scope of this event, photographs of visitors to the event will be taken for documentation purposes, as well as for advertising purposes. Publication may take place in image folders, brochures, and print media, on television and the Internet, as well as at public events. This processing and publication is based on the legitimate interest of the organizer, as well as in compliance with legal requirements. Photographs are subjected to a thorough examination prior to publication in order not to violate any legitimate interests of the person depicted.

## **Miscellaneous**

The organizer reserves the right to change the content of the conditions of participation and the regulations at any time and to adapt them to the current status. The currently valid version

is available online at [www.sprint-cross.com](http://www.sprint-cross.com).

Should individual provisions of these Conditions of Participation be invalid in whole or in part for whatever reason, this shall not affect the validity of the remaining provisions. An invalid or void provision (or part of a provision) shall automatically be replaced by a provision that is valid and lawful and that comes as close as possible to the economic purpose of the invalid or void provision.

The place of performance for the obligations arising from this contract is the registered office of the organizer.

The place of jurisdiction is the competent court in Salzburg.