

Conditions of Participation/CoP

Conditions of Participation - Neusiedlersee Radmarathon and its Side Events and Supporting Program
as at 19.04.2023

1. Scope of application

- 1.1 The following conditions of participation apply to participants of any gender (m/f/d), hereinafter referred to as "participants" for short, who take part in one of the offered competitions within the framework of the sports events of the organizer:
- 1.2 The organizer is the club HILL Racingteam (ZVR: 949401382 Obere Hauptstraße 87a; 7121 Weiden am See; Austria), in the following called "organizer" for short.
- 1.3 The conditions of participation regulate the legal relationship between the participants and the organizer according to the version valid at the time of the participant's registration. Changes are reserved. The organizer does not recognize any deviating terms and conditions of the participant unless the organizer has expressly agreed to their validity in writing. All declarations of the participant are to be sent exclusively in writing to the organizer via e-mail at office@neusiedlersee-radmarathon or by mail.
- 1.4 By registering for one or more of the offered competitions, the participant accepts the conditions of participation.

2. Registration

- 2.1 The registration for the competitions can only be done online. The participant confirms that all data provided by them in the course of registration are correct and that they are authorized to register independently. Participants who are minors require the consent of their legal guardian. The organizer reserves the right to verify all this data (proof of identity).
- 2.2 Online registration: The registration for the competitions of the event is possible via the online registration form available on www.neusiedlersee-radmarathon.com until the online closing date. Further information on registration, issue of start numbers, classification and routes can be found in the respective announcement at www.neusedlersee-radmarathon.com. The online registration is only successfully completed when the payment of the due participation fee (entry fee) has been successfully carried out and has been credited to the account of the organizer or its registration partner. The confirmation of registration will be sent automatically to the e-mail address provided by the participant after the online registration has been completed. This confirmation must be printed out by the participants and taken with them in order to issue their start numbers. A chip deposit of € 20,- has to be paid at the start number issue. Upon returning the chip, € 15,- will be returned and € 5 will be retained as chip rental.
- 2.3 Personal registration: Personal registration can be carried out at the times and places indicated on www.neusiedlersee-radmarathon.com (e.g., late registration in the marquee, etc.).
- 2.4 Other forms of registration, e.g., by e-mail, letter post, messenger, telephone, social media channels or by acclamation will not be accepted.
- 2.5 Depending on the competition selected, a participation fee (entry fee) must be paid (see payment modalities in the registration portal; cash payment also possible in the case of personal registration on site).

- 2.6 After successful registration, withdrawal from the registration is excluded. In case of non-participation in the event, for whatever reason, the participation fee (entry fee) and, if applicable, the rental of the timing chip cannot be refunded. It is recommended to take out a cancellation insurance.
- 2.7 For the purpose of limiting the number of participants, the organizer shall set an organizational limit (according to the number of participants and/or the latest possible registration date), which shall be announced on the website www.neusiedlersee-radmarathon.com of the respective competition or at a later date. Registrations exceeding the limit may be rejected by the organizer. Registrations will be considered according to the date of receipt of the paid registration fee by the organizer. Early registration secures the starting place!
- 2.8 A club membership is not required for registration and participation.

3. Start numbers

- 3.1 The start numbers can be collected personally before the competitions, starting on the day mentioned in the announcement. The place and time of collection can be found in the respective announcement of the competition on www.neusiedlersee-radmarathon.com.
- 3.2 The collection of the starting documents is only possible with the presentation of a registration confirmation and an ID. In case of collection by a third party, the registration confirmation of the participant has to be presented.
- 3.3 Start numbers are not transferable. The transfer of starting documents and/or starting numbers to another participant is prohibited.
- 3.4 Each participant is obliged to personally sign an exclusion of liability when collecting the start number. Participation in the competitions is not permitted without an exclusion of liability.

4. Participation and safety

- 4.1 The organizer reserves the right to disqualify and/or exclude a participant from the event if they have provided false information about their personal data when registering.
- 4.2 Anti-doping rules / doping controls:
According to the requirements of the Austrian Anti-Doping Act (as amended), doping controls may be carried out without prior notice. Violation will lead to disqualification and exclusion from the event and may trigger liability for damages. Persons who are banned for doping are not allowed to participate.
- 4.3 The participation is a strictly personal right and is not transferable.
- 4.4 The organizer reserves the right to change the respective course length and routing, as well as to change the course of the race. Furthermore, the organizer can cancel the individual competitions at any time without giving reasons, but especially if a safe execution is not guaranteed or the execution is prohibited by the authorities. For the same reasons, the event can also be cancelled after the start of the race. The organizer will inform the participants about this as far as possible by e-mail and/or via the homepage www.neusiedlersee-radmarathon.com. The refund of the participant's fee will only be considered in case of complete cancellation of the event before the race start, if the cancellation is due to the fault of the organizer. If the event has to be cancelled for reasons of force majeure (e.g., extreme weather conditions, roadblocks, accidents), prohibition by the authorities or due to an insufficient number of participants before the start of the race, the participation fee will not be refunded in any case.

- 4.5 In case of cancellation of one or more events before the start of the race, the participation fee paid for the respective event will be credited to the respective participant in the following year.
- 4.6 With regard to any liability of the organizer and the participant bearing the risk, the exclusion of liability (available online) shall apply, which is to be signed personally and handed in when obtaining the starting number.
- 4.7 Any person who is fit to participate in the event and the respective competition is eligible to start. It is strongly advised for all participants to perform a medical check-up previous to the event in order to determine if they are in a suitable health condition! The medical service commissioned by the organizer as well as their supervisors/track marshals can prohibit the participant from taking part or continuing to take part in the competition for the protection of the participant concerned, in the case of corresponding issues with their health and/or operational fitness in line with the StVO.
- 4.8 The competitions will take place in all weather conditions. The participant has to start with appropriate equipment. In particular, the equipment must be adapted to the prevailing weather conditions.
- 4.9 The "Neusiedlersee Radmarathon" is a cycling tourism event and is aimed at ambitious recreational cyclists! The routes are not closed, therefore the StVO must be rigorously adhered to. In particular, riding on the left side of the road, cutting corners and riding on the left at roundabouts (except at roundabouts regulated and indicated by the police) is prohibited without exception! The orders of the executive and the supervisors/track marshals of the organizer must be obeyed without fail!
- 4.10 Cups will only be awarded among the participants present at the award ceremony. No cups or prizes will be mailed!

5. Supplement to the bike competitions

- 5.1 The course is supervised by supervisors/track marshals of the organizer and/or executive officers ONLY in the area between the lead vehicle and the broom wagon, but is not closed off from other road traffic! The participant therefore also acts at their own risk and peril even within this supervised race course.
- 5.2 It is forbidden to listen to music through headphones or to make phone calls without a suitable hands-free device during the race. The participant has to stay attentive in every situation during the race in order to be ready to react in case of possible unforeseen events (crashes, etc.)!
- 5.3 Participation in the cycling competitions is only allowed with bicycles in technically perfect condition. Except for single and pair time trials (TT category), the use of triathlon attachments and disc wheels is prohibited.

6. Timekeeping

- 6.1 The timekeeping will be carried out by a company chosen by the organizer. The use of a timing chip is absolutely necessary.
- 6.2 The organizer reserves the right to carry out a manual timing measurement instead of a chip timing measurement.

7. Exclusion of liability

- 7.1 The organizer assumes no liability for items stored on behalf of the participants. This applies in particular to items in a backpack or garment bag, which have been handed in by the participant to the checkroom service at the start. Unclaimed backpacks or garment bags will be kept by the organizer for a maximum of 2 weeks after the event and can be collected during this period in the offices of the organizer upon presentation of the race number. After this period, the organizer will dispose of the unclaimed backpacks or garment bags. The organizer will not send uncollected starter bags by mail.
- 7.2 The organizer provides fenced-in bicycle parking areas for the various bicycle competitions, but is not liable for the property of the participants, in particular not for the security of the bicycles against theft or damage by third parties. Each participant has to bring their bicycle to the secured area by themselves and then have to pick it up again from there by themselves. As proof of the identity of their bicycle, the participant must present the respective control wristband.
- 7.3 In all other respects, the exclusion of liability shall apply, which is available online and is to be signed personally by the participant on the occasion of the issue of the start number.

8. Data collection and use

- 8.1 The personal data provided by the participant upon registration will be stored and processed for the purpose of implementing the event (including the purpose of sending event information). This also applies to the data required for payment processing. The legal basis for this is Art. 6 para. 1 lit b (fulfilment of contract) and lit f (legitimate interest of the implementation of the event) GDPR.
- 8.2 The personal data stored will be passed on by the timekeeper for the purpose of timekeeping, compiling the results lists and publishing these lists in the start-finish area and on the internet. For this purpose, this data will be passed on to the timekeeper. The legal basis for this is Art. 6 para. 1 lit f (legitimate interest in the implementation of the event) GDPR.

9. Consent

[please tick as appropriate]

- 9.1 **In order to carry out the event, it is also necessary to assess the health fitness of the participants or, in general, to provide medical care for the participants. The participant consents to the processing of their personal data for this purpose. The consent is given voluntarily and can be revoked at any time by e-mail (whereby the revocation does not affect the lawfulness of the processing activity carried out until the revocation). If consent is not given or is later revoked, it will not be possible for the organizer to admit the participant to the event.**

I consent to: YES

- 9.2 **The participant agrees that the organizer may distribute and publish the participant's photos, film recordings and interviews taken in connection with participation in the event in radio, television, print media, social media platforms, books and photomechanical reproductions without any claim to remuneration. The consent is given voluntarily and can be revoked at any time by e-mail (whereby the revocation does not affect the lawfulness of the processing activity carried out until the revocation). It is clarified that photos and film recordings in which the participant is not identifiably depicted (e.g., remote shots of the event) may also**

be used without the participant's consent. If consent is not given or is later revoked, the organizer will not be able to admit the participant to the event.

I consent to: YES

- 9.3 When registering, the participant must provide an e-mail address via which they will receive information about the event. The participant agrees to receive e-mails from the organizer or on its behalf for advertising purposes of the organizer of its applicants or its partners. A list of applicants and partners can be found here [please insert]. The consent also includes the forwarding of the e-mail address to the applicants or partners. Consent is voluntary and can be revoked at any time; in the case of promotional emails from the organizer also via the "Unsubscribe" link at the bottom of any promotional email (whereby revocation does not affect the lawfulness of the processing activity carried out until revocation).

I consent to: YES

- 9.4 The participant agrees that their name, first name, year of birth, gender, club (if applicable), start number and result (placing and times) may be printed or published in all relevant event-related media (printed matter such as programme booklet and results booklet, daily print media on request as well as on the internet and TV) for the purpose of presenting lists of starters and results. Consent is given voluntarily and can be revoked at any time by e-mail (whereby revocation does not affect the lawfulness of the processing activity carried out until revocation). If consent is not given or revoked at a later date, the organizer will not be able to admit the participant to the event. For the avoidance of doubt, all details other than the name and first name will be printed or published without the consent of the participant.

I consent to: Yes

10. Other regulations

- 10.1 The court having subject-matter jurisdiction for the first district of Vienna shall have exclusive jurisdiction for any disputes with the organizer arising out of or in connection with the participation in any of the events.
- 10.2 The law of the Republic of Austria shall apply to the exclusion of its conflict-of-law rules. The possible invalidity of individual provisions shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes closest to the former in terms of legal and economic sense and purpose.