

# GENERAL CONDITIONS 2015

## NN MARATHON ROTTERDAM - INDIVIDUAL PARTICIPATION

### Article 1 Definitions

1. In these general conditions the following terms are understood:
  - a Event: a running competition, which forms part of the NN Marathon Rotterdam event, which is organised in any given year by the Organisers.
  - b Participant: the actual person, not acting as an entrepreneur, who has entered to take part in the Event, in a manner permitted by the Organiser.
  - c Agreement: the agreement relating to participant's participation in the Event.
  - d Organiser: limited company Rotterdam Marathon B.V. (Hrg. 24307623).
2. These general conditions are applicable to every Agreement.

### Article 2 Participation

1. Participation in the Event is only possible for an individual who has reached at least the minimum age set by the Organiser.
2. The participant may only take part in the Event provided he has filled in the entry form pertaining to the Event completely and truthfully, provided the entry fee is paid in full and provided the participant agrees with the general conditions.
3. The Participant will personally take part in the Event. It is therefore not possible to allow another person to take the place of the Participant in the Event.
4. Transfer of an Agreement for the 'marathon' element to a third party is possible up to 31 days before the Event, provided the Organiser has given permission and upon payment of €5.- administration fee.
5. On cancellation of the Agreement, the Participant must pay the Organizer the full balance owing.
6. If the Participant has made use of the Cancellation arrangement and the sum of €5 payable for this has actually been transferred into the Organizer's account, the Participant may cancel the Agreement free of charge until 1 February 2015. In that case, the registration fee plus any extras which the Participant might have ordered will be reimbursed, with the exception of any contribution to the charity. Cancellation requests submitted after 1 February 2015 will no longer be dealt with.
7. The Organiser can decide to cancel the Event on grounds of exceptional circumstances. In such cases refund of entry fees will only take place, in case and so far as is covered under the Organiser's event insurance and after deduction of administration costs. That deduction is zero for the 1 km and 2.5 km distances, € 3.- for the 5 km distance and € 5.- for all other distances. Any donation made to a charity, which the Organiser may have associated with the Event is also understood to fall under the term "entry fee". Under no circumstances will other expenses, costs and so forth be refunded or reimbursed.
8. The Organiser can, under exceptional circumstances, decide to end prematurely, postpone or neutralise the Event. The Organiser can also, under exceptional circumstances, decide to change the route or the distance. In such cases no refund will be made. The final two complete sentences from paragraph 6 are also applicable here.
9. A decision by the Organiser to prevent the Event from taking place does not give rise to reimbursement for costs incurred by the Participant.

### **Article 3 Liability**

1. Participation is at own risk. The Organiser is not liable for any damage whatsoever, which the Participant may suffer as a result of Participation, unless this damage is a direct result of the Organiser's wilful or gross neglect. 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. If, notwithstanding what is stated in the first paragraph of this article, the Organizer's liability for damage caused to the Participant must be assumed, the obligation of the Organizer to compensate for such damages is limited to the maximum amount that the insurer of the Organizer will pay in respect of those damages.
3. The Participant must be adequately insured against the risk of loss, which he or a next of kin may suffer as a result of his death, injury or illness caused by his participation in the Event.
4. The Participant declares he is aware of the fact that participation requires both mental and physical fitness and declares that he meets this requirement and that he is sufficiently prepared, by training and in other ways, for the Event. The Organiser advises the Participant, explicitly and expressly, to undergo a (sports) medical examination in connection with his participation in the Event.
5. The Participant shall indemnify the Organiser for damages, which third parties may suffer as a result of the Participant's actions or negligence relating to the Event. The Participant shall be adequately insured against the risk of liability for such loss.
6. Sponsors of the Event and the municipality (ies) in which the Event takes place are on the same footing as the Promoter, excluded from liability.

### **Article 4 Privacy**

The Participant gives advance permission to the Organiser for making public, during or around the time of the Event, photographs, images and such material, wherein the Participant is recognisable.

### **Article 5 Personal data**

The Organiser will store all personal data given by the Participating Company or a Participant in a database. By entering into the Agreement the Participant grants authority to the Organizer to use the personal data to send information to the Participant and for providing data to third parties for the purpose of sending information to the Participant. The Participant may at any time without charge, in writing or by e-mail indicate their objection to receiving information from the Organiser or to the transfer of personal data to third parties. The Organiser will then cease to send information and/or cease to transfer personal data to third parties. The Participant grants, by entering into the Agreement, authority to the Organizer to publish his name and race results, e.g. through publication in newspapers and on the Internet.

### **Article 6 Disputes**

Disputes between the Organizer and the Participant will exclude the civil courts and will be settled by arbitration in accordance with the Arbitration Rules of the Athletic 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 Competition rules**

The competition rules of the NN Marathon Rotterdam, which form part of these general conditions, are applicable to participation by the Participant in the Event.

In the event of differences in translation or interpretation between the Dutch and the English version of this document, parties will be bound to the Dutch version which prevails.