

GENERAL TERMS AND CONDITIONS - MIDWINTER MARATHON 2019

Article 1 Definitions

1.1. In these general terms and conditions, the following terms have the following meanings:

- a. Event: the Midwinter Marathon run.
- b. Organiser: Stichting Marathon Apeldoorn [Apeldoorn Marathon Foundation]
- c. Participant: the person who has registered to participate in the Event in a manner authorised by the Organiser.
- d. Agreement: the agreement providing for the Participant's participation in the Event.
- e. Stichting: Stichting Marathon Apeldoorn [the Apeldoorn Marathon Foundation] (Hrg. 41039965).

1.2. These general terms and conditions apply to each Agreement.

Article 2 Participation

2.1 The minimum age for participation in the Kroondomein Het Loo Marathon is 18 years.

The minimum age for participation in the Kidsrun is 4 years.

For the other distances, the conditions as stated in Article 3.1 and Article 3.4 apply.

2.2 The Participant may only take part in the Event if he/she has completed the appropriate registration form fully and truthfully and provided the registration fee has been paid in full.

2.3 Participation in the Event is reserved for the Participant personally. It is therefore not permitted to allow another person to take part in the Event in the Participant's place.

2.4 If the Participant is unable to take part in the Event, the registration fee that has been paid will not be refunded. Nor will any other payments made under the Agreement be refunded.

2.5 If a Participant wants to switch to from the original distance to a shorter distance, no fee will be refunded. A change to a longer distance is not possible.

2.6 The Stichting may decide to cancel the Event due to exceptional circumstances. No refund will be made of registration fees in such case.

2.7 A decision by the Stichting to cancel the Event shall not give rise to any liability to reimburse any costs incurred by the Participant.

2.8 The Stichting may decide to stop the registration of new participants for a certain distance in the case the maximum number of participants for that distance has been reached.

Article 3 Liability

3.1 Participation is at the Participant's own risk. Infants should have their parents/guardians permission to participate in the event. The Stichting is not liable for any loss and/or damage, of whatever designation that is the result of participating in

the event, unless such loss or damage is the direct result of wilful misconduct or gross negligence attributable to the Stichting. This exclusion of liability also applies to serious types of loss and/or damage, such as all possible types of loss and/or damage due to personal injury or death.

- 3.2 If, in spite of the provisions in paragraph 1 above, liability on the part of the Stichting must be assumed for loss and/or damage sustained by the Participant, the Stichting's liability to compensate such loss and/or damage shall be limited to no more than the amount paid out by the Stichting's insurer with respect to such loss and/or damage.
- 3.3 The Participant shall be adequately insured against the risk of loss and/or damage that he/she or any dependant may sustain due to his/her death, personal injury or illness caused by his/her participation in the Event.
- 3.4 The Participant declares that he/she is aware that participation in the Event requires good health, both physically and mentally, and declares that he/she meets this requirement and that he/she will have prepared adequately for the Event by training and in other respects. The Stichting expressly and urgently advises the Participant to undergo a sports medical examination in connection with the Event.
- 3.5 The Participant indemnifies the Stichting against any and all loss and/damage that any third party may sustain due to an action or omission attributable to the Participant in relation to the Event.

Article 4 Image rights and publication on the Internet

- 4.1 The Participant grants the Stichting permission in advance to publish any photographs, images, etc. made during or around the Event on which the Participant is visible, without the Stichting being liable for payment of any fee for such publication and/or images etc.
- 4.2 The Stichting will not remove any data from the Participant from the list of results at the www.midwintermarathon.nl website and will not urge other parties to remove the name or pictures or results of a participant from the Internet.

Article 5 Personal data

The personal data provided by the Participant shall be stored in a file by the Stichting. By entering into the Agreement, the Participant authorises the Stichting to use the personal data to forward information to the Participant and to provide the personal data to third parties for the purpose of sending information to the Participant. If the Participant indicates, through writing or e-mail, that he/she objects to information being forwarded by the Stichting, the Stichting will stop the forwarding without charging any fee. By entering into the Agreement, the Participant authorises the Stichting to publish his/her name and race results, for example by means of publication in daily newspapers and online.

Article 6 Settlement of disputes

Any dispute between the Stichting and the Participant shall be settled by arbitration to the exclusion of the civil court, in accordance with the arbitration rules of the Netherlands Athletics Union (Atletiekunie) or, failing such rules, the rules of the Netherlands Arbitration Institute. A dispute is considered to exist if either party declares this to be the case.

Article 7 Businessrun

- 7.1 Participation in the Businessrun is open to companies and organisations (nonprofit organizations such as government institutions and educational institutions). Hereinafter referred to as “company” or “companies”.
- 7.2 On registration, teams must choose which distance they wish to run: the Apeldoorn Acht (8 km) or the Mini-Marathon (10 Miles). All members of the team run the chosen distance.
- 7.3 A team consists of a minimum of 3 and a maximum of 5 men and/or women.
- 7.4 Each participant in the Event may only appear for one business/company team.
- 7.5 The team score will be determined by adding up the recorded times of the first three team members to finish.
- 7.6 The winner of the Business Run is the team with the fastest time.
- 7.7 There are prizes for the best three teams in the Apeldoorn Acht as well as for the best three teams in the Mini-Marathon.
- 7.8 The starting area for the participants in the Business Run will be designated by the Stichting. So there is no separate starting area for the Business Run.
- 7.9 The same general terms and conditions that apply to individual participants shall otherwise apply to participants in the Business Run.

Article 8 Competition rules

The “Midwinter Marathon Competition Rules” below, which form part of these general terms and conditions, shall apply to the Participant’s participation in the Event.

For the Kroondomein Het Loo Marathon (not a competition), only the rules E,G and I do apply.

MIDWINTER MARATHON COMPETITION RULES

A. Applicability

The competition rules of the Netherlands Athletics Union (Atletiekunie) are applicable in a general sense to the Event and in particular to the Marathon, unless otherwise provided in these general terms and conditions. The competition rules of the International Amateur Athletic Federation (IAAF) are applicable, unless otherwise provided in the competition rules of the Netherlands Athletics Union (Atletiekunie) or in these general terms and conditions. Both sets of competition rules are available online (www.atletiekunie.nl and www.iaaf.org)

B. Classification in categories

The Stichting shall place the Participant in a race category based on gender and age. In the Kidsrun the participants will be placed in 4 categories based on age as well as based on gender.

The Participant is expected to check prior to the Event whether the category in which he/she has been placed by the Stichting is correct. The Stichting is not liable for the consequences of incorrect placement of the Participant in a category.

C. Prizes

Every Participant crossing the finish line within the time limit will receive a commemorative medal. The Organisation may additionally award prizes that need not necessarily match the classification in categories referred to under B. A Participant shall not be entitled to a prize if he/she has acted in violation of the competition rules. A prize that has been awarded must be returned to the Stichting if it is subsequently found, after its award that the Participant has acted in violation of the competition rules.

D. Determination of the result

The Stichting shall determine the result and may amend the result in the light of any irregularity that is discovered. A prize that has been awarded must be returned to the Stichting by the Participant if he/she is no longer entitled to such prize based on the result of the race following amendment of such result.

E. Mode of progression

All Participants shall negotiate the course set by the Stichting by running or walking in a manner that is customarily practised in road athletics. The Stichting may deviate from this requirement on exceptional grounds.

F. Starting position

The Stichting will assign a starting area to the Participant.

G. Race numbers

The Participant will receive a race number from the Stichting. The race number must be attached to the breast of the participant. The race number must be attached and worn in such a way that the race number as well as any other information displayed on it is clearly visible. They may not be cut off or folded. The Participant is prohibited from wearing any other race numbers than those issued to him/her by the Stichting. The Participant is advised to record any relevant medical details on the inside of the race number worn on his/her back.

H. Time registration

The Stichting will record the Participant's finishing time and intermediate times. This record will be binding. Time registration will take place by means of the RFID chip in the Participant's race number. The Organiser can only register the Participant's times if he/she wears the race number containing the chip in the correct manner.

I. End of the time registration

In order to ensure the course can be re-opened to traffic in time, the time registration will be stopped at 4:30 PM (16:30 hours).

Any Participant who passes the finish later than 4.30 p.m. (16.30 hours) will not be included in the race result.

J. Disqualification/removal from the race

The Stichting may disqualify and/or remove a Participant from the race if he/she does not comply with these competition rules or displays unsportsmanlike or inappropriate behaviour, or if this is considered necessary on medical grounds or in order to ensure the orderly conduct of the Event.

K. Instructions of race organisers

Participants shall follow the instructions of the Stichting or any persons who in view of their clothing or other identifiable features evidently belong to the organisation of the Stichting.

L. Miscellaneous provisions

- The Road Traffic Act (*Wegenverkeerswet*) and other related legislation, such as the Road Traffic and Traffic Signals Regulations (*reglement verkeersregels en verkeerstekens*), shall remain in force on the entire course also during the Event.
- A Participant may not be accompanied or supported, for whatever purpose and by whichever person, on the course, unless written consent has been obtained from the Stichting in that regard.
- Participants are forbidden to bring along animals and objects as pushchairs or strollers, banners, etc., unless written consent has been obtained from the Stichting in that regard.
- The Stichting accepts no liability for lost items of clothing or other property belonging to Participants. This also applies to articles that have been left in the changing accommodation provided by the Stichting. Participants should note that this accommodation is not monitored or supervised by the Stichting.
- The Participant is expected not to cause any damage to nature or the property of others and not to leave any rubbish or litter.
- All matters not provided for by these rules will be decided by the Stichting or the race organisers.