

# General Terms and Conditions

## ITU World Triathlon Hamburg

### §1 REQUIREMENTS

- (1) Anyone who is properly registered and accredited and has an official race number of the ITU World Triathlon Hamburg 2014 can take part in the race.
- (2) Only athletes born in 1998 or earlier for the sprint distance, or 1996 or earlier for the olympic distance, will be admitted. Participants under the age of 18 will need a declaration of consent signed by a parent. No club or federation membership will be required.
- (3) For the sprint distance relay races, only athletes born in 1999 or earlier (swimmer) and 2001 or earlier (cyclist and runner) will be admitted. For the olympic distance relay races, only athletes born in 1998 or earlier (swimmer) and 2000 or earlier (cyclist and runner) will be admitted.
- (4) Every participant shall take part in the race briefing. Please observe the information on special hazardous points on your starter's information (you will receive upon accreditation).

### §2 OBLIGATIONS

- (1) Every participant shall make sure that his/her health is in a condition that allows him/her to take part in the event, and consult a doctor if necessary. He/she shall have proper equipment and wear a helmet during the entire competition. This helmet must be in compliance with the DTU regulations.
- (2) The instructions and requirements contained in the event information, along with instructions from the staff and helpers, must be observed. The organiser reserves the right to exclude and/or disqualify the respective participant from the event at any time in the event of infringements which disrupt the proper progress of the event or threaten the safety of the other participants.
- (3) Each participant shall return the timing transponder after the end of the race to the organiser at one of numerous return points. You will receive a receipt upon the return, which is to be retained until the end of the year. Should the transponder not be returned immediately after the event for good reason, it is possible to return it by mail within 7 workdays after the event to the organiser's address. The participant agrees to the transponder's value, which amounts to €46.00, being debited from his/her account, or charged to his/her credit card (VISA or Mastercard) if he/she does not have a German bank account, should the return not be completed within 14 days after the event.
- (4) All additional instructions, directions and requirements in the event information (can be downloaded in PDF format at [www.hamburg-triathlon.org](http://www.hamburg-triathlon.org)), as well as those in the starter's information booklet (given to each participant upon accreditation) form a direct contractual duty for the participant. The participant acknowledges the regulations and the General Terms and Conditions by registering.

### §3 CONCLUDING THE CONTRACT

- (1) The registration, which represents the participant's binding contractual offer to the organiser, can only be conducted via online registration at [www.hamburg-triathlon.org](http://www.hamburg-triathlon.org). Registrations by fax, as a copy or by e-mail cannot be accepted.
- (2) Each participant must register himself/herself, and can do so only once per event. Double registrations will not be accepted – i.e. in the event of a double registration by one and the same person, there is no right to an additional place.
- (3) The contract only comes into force if the participant or his/her legal guardian has accepted the General Terms and Conditions and the regulations, either by means of his/her signature on the registration form or explicitly by clicking on the relevant box on the online registration. The entry is only deemed to be official once the organiser receives the entry fee and the participant receives the official entry confirmation.

### §4 RIGHT OF WITHDRAWAL

As a consumer (§13 German Civil Code [BGB]), you have the right to withdraw from your contractual declaration with regard to the ordered goods within two weeks after receipt of said goods, either in written form without stating the reasons (via post or online contact form), or by returning them. The sending of the withdrawal claim or the return of the goods in a timely manner shall be deemed sufficient in complying with the withdrawal period. The claim or return of goods shall be directed to the following:

Lagardère Unlimited Events Germany GmbH  
Friesenweg 7  
22763 Hamburg

Online contact form: [www.hamburg-triathlon.org](http://www.hamburg-triathlon.org)

### §5 PAYMENT

- (1) Participants with a German bank account shall pay by direct debit, or in cash. Participants who do not have a German bank account (direct debits not possible) can only pay by VISA or MasterCard.
- (2) If payment is not received due to insufficient funds to cover the bank debit, or due to cancellation by the participant (even at a later point in time), the organiser is authorized to withdraw from the contract without setting any further deadline, and to charge the participant the costs of cancellation. Costs that arise from a return debit note or the corresponding charge of the respective credit institute, as well as an administrative charge in the amount of €7.50 for the organiser, will be assumed by the participant. The participant shall have the option of proving that the costs did not come to effect.

### §6 ACCREDITATION

- (1) The participant obtains his/her race pack at the accreditation solely by showing both his/her official entry confirmation and personal identity card / passport. If the participant is unable to do this, he/she must ensure that the race pack is collected by a person with a written authorisation. Race packs can only be collected by persons who can provide suitable proof that they are authorised to do so. We cannot send the race packs by mail.
- (2) If the participant has lost or is unable to present his/her official entry confirmation, a replacement confirmation shall be handed out. A flat charge for processing and material expense in the amount of €1.00 shall be collected for this, which is to be paid for in cash by the participant upon accreditation.
- (3) Every participant is obliged to check his/her race pack received at accreditation directly after receiving them, to ensure that they are complete. Later claims will not be considered.

### §7 WITHDRAWAL BY PARTICIPANTS

- (1) A free-of-charge withdrawal and change of distance will be possible up to two weeks after registration. Cancellations after this period will not be accepted. Withdrawal claims must be conducted in written form either via post or online contact form to:

Lagardère Unlimited Events Germany GmbH, Friesenweg 7, 22763 Hamburg

Online contact form: [www.hamburg-triathlon.org](http://www.hamburg-triathlon.org)

- (2) However, the participant can avail of a cancellation insurance policy during his/her registration. This can be obtained for an insurance premium of €9.90. In addition, a service charge of €2.90 will be payable. All additionally booked services are excluded from the cancellation insurance. In the event of an insurance claim, it is exclusively the participation fee which is reimbursed by the insurer. The cancellation insurance is not a service provided by the organiser. The cancellation insurance policy is subject to the General Terms & Conditions of Insurance of the respective insurance provider.
- (3) A belated change of distance will be possible. In the case of a change to the longer distance, the participant is to pay the arising entry fee difference; the organiser shall refund the accrued entry fee difference in the case of a change to the shorter distance. A belated change will be conducted against a fee of €11.00.
- (4) The provisions in paragraph 1 and 3 are explicitly non-applicable to race slots through an entry gift voucher or a voucher obtained from a contest, or to late registrations completed after the official closing of registration on 12.06.2014. A withdrawal from the entry, as well as a change of distance will not be possible in said cases.
- (5) In addition, a participant who has already received his/her official entry confirmation can personally appoint a substitute who will be acquiring all of the booked services via the online form at [www.hamburg-triathlon.org](http://www.hamburg-triathlon.org). An administrative fee of €20.00 will be charged for the processing of the substitution. A race slot that has already been transferred cannot be re-transferred onto a new participant.

### §8 CANCELLATION OF EVENT / NO-SHOW

- (1) If the event is cancelled due to circumstances of force majeure, government orders or security reasons, the participant will not be entitled to any compensation of other losses (such as travel expenses).
- (2) In the event of a no-show on the part of the participant, any claims against the organiser are null and void. Claims against the cancellation insurance policy shall remain unaffected.

### §9 LIABILITY

- (1) Participation is at the participants' own risk. Through his/her registration, the participant explicitly declares that he/she is familiar with the specific dangers of an amateur triathlon.
- (2) The liability of the event organiser – also towards third parties – for all damages which are not based on injury to life, body or health, is restricted to intent or gross negligence. This legal stipulation also applies to assisting agents employed by the event organiser.
- (3) The organiser shall not be liable for the participant's lost articles of clothing, belongings and equipment. They should therefore be insured accordingly.
- (4) Upon receipt of the race number the participant expressly affirms that there are no health issues compromising his/her participation.

### §10 DATA RECORDING AND USE

- (1) The personal data provided by the participant during registration are stored and processed only to implement and carry out the event.
- (2) The participant hereby agrees that the data entered in the registration may be used by third parties for timekeeping, ranking, results and photo search purposes, or forwarded to the same for said purposes.
- (3) Pursuant to paragraph 2, the participant hereby agrees that the collected data, as well as his/her name and race number may be published on the event website, the official timing partner's website, as well as the official photo partner's website.
- (4) The participant hereby agrees that the photos, videos and interviews recorded in conjunction with the event may be published on the event's media channels without any entitlement to compensation. The organiser shall not sell photos to third parties.
- (5) The participant agrees to the use of his data for event-related mailings.

### §11 COMPETITION RULES

The competition rules, Federal League rules, anti-doping rules and official's rules of the German Triathlon Union (DTU), as well as the legal regulations and procedures and disciplinary codes shall be applicable. By his/her registration, the participant accepts these rules as binding.

### ORGANISER

Lagardère Unlimited Events Germany GmbH  
Friesenweg 7  
22763 Hamburg  
Germany