

General Terms & Conditions (GTC)

Cyclclassics Hamburg 2023

§ 1 REQUIREMENTS

Participants are eligible to participate in the Cyclclassics 100 if they are 17 years or older in the year of the event and in the Cyclclassics 60 if they are 15 years or older in the year of the event, unless they are in possession of a BDR Elite-Amateur- or higher qualified race licence or would be accordingly classified in the event of the dispensation of a licence. A registration is deemed to be acceptable if the online registration form has been filled out truthfully and in full, the rules and conditions of participation, race information and the GTC have been recognised and the entry fee and all other applicable fees paid. The right to start the event presupposes proper accreditation and the possession of an official Cyclclassics Hamburg 2023 bib number.

Participants under the age of 18 require a written declaration of a legal representative. Membership of a club is not required.

§ 2 OBLIGATIONS

(1) Each participant is obliged to carefully read the race information and the rules and conditions of participation (both downloadable as a PDF at www.cyclclassics-hamburg.de) and the participant information handed out upon accreditation, and to comply with all regulations. By registering, the participant explicitly confirms acceptance of the rules and conditions of participation, the terms and conditions and the conditions of race information.

(2) Each participant is obliged to assess his/her own health in terms of participation in the Cyclclassics Hamburg, after medical consultation as appropriate. He/she must have the correct equipment and must wear a helmet during the whole race. The helmet must correspond to the valid ANSI/Snell standards, or the new TÜV/GS standards or the UCI provisions.

(3) The instructions contained in the race information, as well as the instructions of the staff and the support staff provided before, during and after the race must be strictly followed. In the event of infringements that disrupt the orderly conduct of the event or to threaten the safety of the other participants, the organiser is entitled to exclude the relevant participant from the event at any point and/or disqualify him/her.

§ 3 CONCLUDING THE CONTRACT

(1) The registration constitutes a binding contract offer by the participant to the organiser and may be effected exclusively via the online form at www.cyclclassics-hamburg.de. Entries sent by fax, post or email will not be accepted.

(2) Each participant shall only register once per event. Duplicate registrations by the same person are only counted once; they will explicitly not be entitled to a second starting slot.

(3) Each participant shall ensure that the name and date of birth given when registering are correct.

(4) Contract conclusion presupposes that the participant or his/her legal guardian expressly recognises the conditions of race information, the GTC and the Rules and Conditions of Participation at the time of online registration (by clicking on the corresponding field). Upon receipt of the entry fee by the organiser, the participant will receive official confirmation of registration, upon which the participation contract comes into effect.

§ 4 ORDERING OF GOODS

In case merchandise is ordered as an additional service during registration separate GTC detailed during the order process apply to such orders.

§ 5 PAYMENT

(1) Participants with a German bank account shall pay using the SEPA Direct Debit Scheme with a shortened pre-notification period of one banking Day (known as "COR1") or by VISA or MasterCard. Participants who are not in possession of a German bank account (thus no SEPA direct debits possible), may pay only by Visa or MasterCard.

(2) If the SEPA direct debit is not paid or is redebited (reversal) due to a lack of funds or cancellation by the participant, the organiser will not accept the offer of contract or will be entitled to withdraw from the contract without further notice and to charge the participants the costs of such withdrawal. Bank charges incurred due to the return note debit up to € 7.50 will be charged to the participant. The participant may elect to prove that the bank charges were not incurred.

§ 6 ACCREDITATION

(1) Upon termination of the registration process, the participant will receive an official registration confirmation. The participant will receive the start documents during accreditation only on presentation of the official registration confirmation and his/her identity card/passport. The start documents cannot be sent by post.

(2) Each participant is obliged to immediately check that the start documents received upon accreditation are complete. Subsequent complaints will not be considered.

(3) MINOR PARTICIPANTS must give his/her consent to the accreditation by the legal representative in accordance with §108 para. 1 BGB (German Civil Code). This consent must be given by the legal representative personally on site. The legal representative must be able to identify himself/herself with identification.

(4) The Organiser has put enhanced health and safety measures in place due to the potential spread of COVID-19. I must follow all posted instructions while visiting any Event-related venue. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness, permanent disability, and death. According to the Centers for Disease Control and Prevention and the World Health Organization, senior citizens and persons with underlying medical conditions are especially vulnerable. By visiting any Event-related venue, I voluntarily assume all risks related to exposure to COVID-19. To secure the safety of all participants each participant acknowledges and agrees to hand out a declaration about his current health situation and about all contacts with COVID-19 contracted persons.

§ 7 WITHDRAWAL / CHANGE OF DISTANCE / SUBSTITUTION

(1) In the event of withdrawal within 14 days of registration for the event the entry fee shall be refunded. In the event of any later withdrawal the entry fee cannot be refunded. The Processing Fee (ACTIVE Fee) cannot be refunded in any case. Withdrawals must be made by email to:

event@cyclclassichamburg.com

(2) It is possible to change the distance later – latest until 9 July 2023. If changing to a higher price (or pricing tier), the participant must pay the corresponding difference in the entry fee; if changing to a lower price (or pricing tier), the organiser will not refund the corresponding difference in entry fee. Any change in the distance raced is subject to a fee of € 11.00 (add. 9% Processing Fee (ACTIVE Fee) on the total amount).

(3) The provisions of Paragraphs 1 to 2 expressly do not apply to registration using an entry voucher, a voucher obtained as part of a raffle, to any deferral or automatic transfer to a postponed date or a different event, or in the event of subsequent registration after the official close of registrations on 9 July 2023. Cancellation and changing the distance raced are not possible in these cases.

(4) After receipt of the official confirmation, the participant may personally designate a replacement participant until 9 July 2023 via the ACTIVE- Account available at <https://myevents.ACTIVE.com/login>. The replacement must race the distance applied for. A transfer fee of € 16.00 plus 9% Processing Fee (ACTIVE Fee) is due in such cases. The new participant pays the entry fee. The originally registered participant is refunded his entry fee upon payment of all due fees (minus processing and transfer fee).

§ 8 CANCELLATION OF EVENT / NO-SHOW

(1) The organiser is entitled to make changes to the event or cancel the event in cases of force majeure, due to official orders or for safety reasons, and Organiser may delay the event for so long as such unsafe or unsuitable conditions apply. In cases where the event is only postponed for a short time or partially changed, the participant shall have no claims against the Organiser.

(2) If the event is cancelled completely in one year, the participant has no claims for damages against the Organiser for costs or expenses incurred by the participant. The participant may choose between options selected by the Organiser as a replacement for the cancelled event or exercise his/her right to a refund against the Organiser, unless otherwise stipulated by law.

(3) If an individual participant does not appear for the event any claims of the participant against the Organiser shall lapse.

§ 9 LIABILITY

(1) Participation is at the participant's own risk. The participant expressly declares, in registering, that he/she is aware of the specific risks of a public road-cycling race.

(2) The organiser bears unlimited liability for intentional and gross negligence. In the case of a slightly negligent breach of duty, which endangers the purpose of the contract or whose fulfilment is essential to the proper performance of the contract, and where the adherence of the participants could be relied upon (hereinafter: cardinal obligation), liability is limited to foreseeable, typical damages. The organiser is not liable in the case of a negligent breach of secondary obligations that are not cardinal obligations.

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- (3) The organiser is liable in cases of initial impossibility only if it was aware of the impediment, or if it was unaware of it due to gross negligence, provided that no cardinal obligation is concerned.
- (4) The above exclusions do not apply to damages involving injury to life, limb or health; to the assumption of a guarantee; in the case of the fraudulent concealment of defects; and due to mandatory liability under the German Product Liability Act. In these cases, the general statutory provisions apply.
- (5) Insofar as the liability of the organiser is excluded or limited, this also applies to the personal liability of employees, workers, staff, representatives and agents.
- (6) The organiser assumes no liability for lost clothing, valuables or equipment of the participants, unless these were given to the organiser for safekeeping. They should therefore be properly insured. With regard to the safekeeping of kit bags, the organiser is liable only for intent and gross negligence.
- (7) Participation in the Cyclclassics Hamburg presupposes that the participant is healthy and in good physical condition, and therefore able to participate in the event. The participant is responsible for verifying that he/she meets these preconditions. The organiser assumes no liability for risks to the health of the participants. Upon receipt of the bib number, the participant bindingly declares that there are no health reasons why he/she should not participate.

§ 10 DATA RECORDING AND USE

- (1) The personal data given by the participant on registration will be stored and will only be processed for the purposes of conducting and handling the event.
- (2) The participant gives their consent that the relevant data specified in the registration will be forwarded to third parties for the purposes of timekeeping, placement, results and photo search and stored and used by third parties for these purposes.
- (3) The participant gives their consent that the data recorded, their name, start number, the time they achieve during the race and placement are published on the event website, the website of the official timekeeper and on the website of the official photo partner.
- (4) By entering the contract for participation in an Event of The IRONMAN Group, to which IRONMAN Germany GmbH belongs, the participant becomes a member of the IRONMAN® Community. The IRONMAN® Community operates an online platform on which the participant can update the personal data listed below as well as information about his participation and performance in events. Only on the basis of a separate authorization this data can be used to inform the participant about events that might interest him or about sports gear sold by a company of The IRONMAN Group. The following data is transmitted to a database operated by World Triathlon Corporation, 3407 West Dr. Martin Luther King Jr Blvd, Suite 100, Tampa, FL 33607, USA on behalf of IRONMAN Germany GmbH: name, address, email-address, date of birth, gender and information about the participation in an event. The safety of the transferred data in the United States is secured by an agreement satisfying the EU-Commission's directives. For any question regarding data and data management please contact datenschutz@ironman.com.
- (5) The participant gives their consent that any photos, film recordings and interviews made in connection with the event may be published on the event media without any claims to payment. The organiser will not sell these photos to third parties.
- (6) The participant agrees that their data may be used for event-related mailshots. The participant can retrospectively contradict this use in writing.
- (7) Every participant has the right to receive information about the data stored about them free of charge and has the right to correct, block or delete this data if applicable. If you have any further questions about the collection, processing or use of your personal data please contact the organiser. The same applies to any wishes for information, blocking, deleting or corrections with regards to your personal data and to revoking any consent you may have given.
- (8) For further information and regulations regarding the processing of the participant's personal data, the organiser has drawn up a separate data protection declaration, which the participant must agree to when registering and to which reference is made here.

§ 11 APPLICABLE LAW / SEVERABILITY CLAUSE

- (1) The law of the Federal Republic of Germany shall apply to all legal relationships of the parties to the exclusion of the laws on the international sale of goods. For consumers, this choice of law applies only insofar as the granted protection is not withdrawn by mandatory provisions of law of the country in which the consumer has his/her habitual residence.
- (2) If any provision of these Terms and Conditions is invalid, the contract shall otherwise remain valid.

ORGANIZER

IRONMAN Germany GmbH
Höchstler Straße 90
65835 Liederbach

Address Hamburg Office:

IRONMAN Germany GmbH
Friesenweg 5g
22763 Hamburg

Handelsregister HRB 102537 - Amtsgericht Frankfurt am Main - USt-IdNr.: DE 219106550 - St.-Nr.: 040 236 35027

Personal data of the participant **(please make sure to enter legibly!)**

Name, first name:

Date of birth:

Bib number:

With my signature I confirm that the data of my registration are correct and that I have read and accept the invitation to compete, the exclusion of liability, the general terms and conditions and the regulations.

x

date, signature of the participant (Legal guardian for minors)

Name, first name of legal guardian:

Note: The General Terms and Conditions must be personally signed by the participant (or his/her legal guardian) and presented in the original. A signature by a third party or a signature "by order" is not possible.