

# GENERAL TERMS AND CONDITIONS NN MARATHON ROTTERDAM 2024

## GROUP REGISTRATIONS & BUSINESS RUN (Registrations after 29/07/21)

### Article 1 Definitions

1. The following definitions apply to the general conditions:
  - a Event: a running competition, which forms part of the NN Marathon Rotterdam event, which is organized in any given year by the Organisers.
  - b Participating Company: a company or institution which has registered a group for participation in an Event in a manner permitted by the Organiser.
  - c Group: a group of Participants registered as such.
  - d Participant: a natural person who has been registered by a Participating Company or institution in a manner permitted by the Organiser for participation in an Event as a member of a group.
  - e Agreement: the agreement between a Participating Company or institution and the Organiser relating to the participation of Participants in an Event.
    - a Organiser: Rotterdam Marathon B.V.
2. These general conditions apply to all Agreements

### Article 2 Participating Companies; Groups

1. Participating Companies or institutions can be:
  - a legal persons who are registered in the trade register of a Chamber of Commerce and Industry in the Netherlands;
  - b companies, not being legal persons, which for more than six months immediately preceding the day of the competition have been continuously registered in the trade register of a Chamber of Commerce and Industry in The Netherlands
  - c legal persons under public law as referred to in Article 2:1 of the Dutch Civil Code.
2. The Organiser may decide in individual cases to allow companies or institutions that do not meet the aforementioned requirements to participate.
3. A group may be registered for one of the following events:
  - a Business Duo Marathon;
  - b Business Relay Marathon.
  - c Kids Runs, YMC, The Marathon Rotterdam Walk if available
4. Each Participating Company or institution will participate with one or more groups.
5. In the section Business Duo Marathon each group consists of min. two Participants, who each cover a half marathon. In the section Business Estafette Marathon each group consists of min. four Participants, who each participate throughout an estafette each cover a ¼ marathon. For each company it applies that all participants must have been employed by the participating company for at least 15 continuous hours per week for more then six month immediately on the day of the competition. If violation if found, the team will be disqualified.

### Article 3 Participation

1. A Participant must have reached the minimum age specified by the Organiser for the Event on the day the Event is held or, in the absence of such an indication, must have reached the age of at least twelve years for the City Run 4,2km, eighteen years for the Business Duo Marathon,

fourteen years for the Business Estafette Marathon, fourteen years for the ¼ Marathon, eighteen years for the Marathon, seven years for the Kids Run 2,5km and six years for the Kids Runs 1km.

2. A Participant may only participate in an Event if he has been registered by a Participating Company or institution using a relevant registration form that is completed truthfully and in full, or electronically using the registration form completed truthfully and in full on the website of the Organiser, and if the registration fee has been paid in full. Registration for an Edition of the Event will not be possible after the Organizer has closed the registration for that Edition.
3. The Organiser shall, if applicable to NN Marathon Rotterdam, classify the Participants in the various categories applicable to the Event, based on age and gender, according to the situation on the Competition Day. A group may consist of Participants from multiple categories. If applicable.
4. Participation in an Event is made by the Participant personally. It is therefore not permitted to let another participate in an Event instead of the Participant.
5. The participation in an Event is made by the Participant exclusively in the group for which he is registered.
6. Neither the Participating Company nor institution nor the Participant is permitted to transfer its rights under the Agreement to a third party without the prior written approval of the Organiser.
7. After registration of one or more groups, the Participating Company or institution is obliged to pay the registration fee. If a Participant or a group is unable to participate in the Event, the registration fee paid will not be refunded, not even partially. Other payments under the Agreement are also non-refundable.
8. If the Event cannot take place due to the COVID-19 crisis or a possible resurgence and possible new outbreaks of COVID-19, and the urgent crisis measures that the competent authority has already taken and may take with regard to COVID-19, the registrations (the registration fee) and any other orders will automatically be transferred to the new date or the next edition of the Event.
9. If the Event cannot take place due to exceptional circumstances, there will be no refund of the registration fee. By "registration fee" is also meant any donation to the charity associated with the Event by the Organizer and any ordered extras such as engraving medals and SMS Service. The exception is a possibly ordered T-Shirt. These are not refundable but can be obtained by the Participant. Other expenses, costs, etc. will not be refunded or reimbursed under any circumstances.
10. The Organiser may decide to terminate, suspend or neutralize the Event prematurely based on exceptional circumstances. The Organiser may also decide, based on exceptional circumstances, to change the route to be walked or the distance to be covered. In such cases, there will be no refund of the registration fee. The last three sentences of paragraph 8 apply.
11. Any athlete invited by the Organiser to participate in the Event is excluded from participating as a Participant.
12. The person responsible for the registration of the participating company or institution, or the group, assumes the responsibility to draw the attention of all Participants to the General Conditions and the competition rules of the Event. So that every Participant of the Event has declared to agree with them.

#### **Article 4 Liability**

1. Participation is at its own risk. The Organiser shall not be liable for any damage whatsoever, which the Participant or the Participating Company may suffer as a result of Participation unless this damage is a direct result of wilful or gross negligence attributable to the Organiser. 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. COVID-19 is a highly contagious virus that can lead to serious illness and death. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Attendance at the Event is entirely voluntary and at the Participant's own risk, and constitutes acceptance of the risks related to exposure to COVID-19. The Organizer is not liable in the event of contracting COVID-19 contamination as a result of participating in or attending the Event.
3. If despite the provisions of the first paragraph of this article, the Organiser's liability for damage caused to the Participant or the Participating Company must be assumed, the obligation of the Organiser to compensate for such damages is limited to the maximum amount the insurer of the Organiser will pay for such damages.
4. The Participant must be adequately insured against the risk of loss, which the Participant or a next of kin may suffer as a result of his or her death, injury, or illness resulting from participating in the Event.
5. The Participating Company or institution declares by registration that each Participant has declared himself familiar with the fact that participation requires good health in both a mental and physical sense, and has declared that he meets this requirement and that he has adequately prepared himself for the Event by training and otherwise. The Participating Company declares by registration that it has expressly and urgently advised each Participant to undergo a sports medical examination in connection with participation.
6. The Participating Company or institution indemnifies the Organiser against liability for damages suffered by third parties as a result of an act or omission attributable to a Participant concerning the Event. The Participating Company or institution must be adequately insured against the risk of liability for such damages.
7. The Participating Company or institution indemnifies the Organiser against liability for damage that the Participant may suffer as a result of his participation in the Event unless such damage is the direct result of intent or gross negligence attributable to the Organiser.
8. The Participating Company or institution, as well as the Participant, shall do everything within its power to prevent damage or physical injury to third parties.
9. On the same basis as the Organiser, sponsors of the Event, and the municipalities in which the Event takes place are excluded from liability.

#### **Article 5 Portrait Right**

The Participant grants permission to the Organiser and its partners to publish photographs and images and similar material prior, during, and after the Event in which the Participant is recognizable.

#### **Article 6 Personal Data**

##### *Organizer*

The personal data provided by the Participating Company e/o institution or a Participant will be included in a file by the Organizer.

By entering into the Agreement, the Participant grants the Organizer permission to use the personal data for sending information to the Participant and for providing the personal data to the Organizer and its partners to send information to the Participant. The Participant is at all times

allowed to indicate in writing or by e-mail, free of charge, that he objects to the sending of information by the Organizer or the provision of personal data, whereupon the Organizer will cease to send or provide such information. By entering into the Agreement, the Participant grants the Organizer permission to publish his name and competition results, for example through publication in newspapers and via the Internet.

#### *Emergency services and other government agencies*

During the Event, various emergency services will be active to provide first aid or other care in case of health problems of the Participant. The Organizer reserves the right to provide information about the Participant to the emergency services and/or to request this information from the emergency services at the time that care needs to be provided to the Participant in question by the emergency service(s) concerned. Think of personal data of the Participant and the emergency number that can be given at the Event, or start numbers. Emergency services are understood to be the Red Cross, ambulance, hospital, police, and fire department.

The Organizer also reserves the right to supply data about the Participant to government agencies or other authorized bodies for public health reasons, for example in the context of source and contact tracing which is an essential part of government measures in the event of an outbreak of a disease such as COVID-19 and the control of its further spread, and which process must trace persons who may have come into contact with infected persons so that they can be quarantined and possibly tested.

#### **Article 7 Settlement of Disputes**

Any disputes between the Organiser and the Participant or the participating company will be settled outside of court through arbitration following the Arbitration Rules of the Atletiekunie [Dutch Athletics 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 8 Validity of provisions**

If one or more articles of these conditions would be invalid or illegal, for whatever reason, this shall not affect the validity of the other conditions of these conditions.