

General conditions of participation Vienna City Marathon

1 - Conditions

(1)

The following general conditions of participation are valid for all participants taking part in one of the competitions organized by "Sport- und Leichtathletikclub Wien".

For international top athletes and for invited and/or participating ÖLV team athletes the VCM rules of competition for top athletes will also be applied. [VCM Competition Rules for Top Athletes]

Organizer of the Vienna City Marathon:

Sport- und Leichtathletikclub Wien (SLW), ZVR-Zahl: 735282923, c/o Akaziengasse 36, 1230 Wien.

Court of Jurisdiction: Vienna

(2)

These conditions of participation determine the legal relations between the participant and the organizer (organizational contract). They are subject to occasional alterations. They are part of the contract between the organizer and the participant in the respective valid version at the time of registration. Alterations which occur in consideration of the participant's legitimate interests and which are made public by the organizer on the internet or in written form become part of the contract of the conditions of participation without further notice.

(3)

All statements of a participant to the organizer are to be made exclusively in written form via mail or e-mail (office@vienna-marathon.com) to the company assigned with the organization: Enterprise Sport Promotion GmbH and/or Vienna City Marathon Marketing & Vertriebs GmbH, both: Akaziengasse 36, 1230 Wien, phone: +43 1 606 95 10

2 – Participation and Security

(1)

Eligibility: whoever has reached the age specified in the respective invitation to participate is eligible.

(2)

Participation in one of the competitions of the VCM using other sports equipment is not permitted. Any kind of sports equipment that may harm the participants' or spectators' security or health is not permitted at the competition. These include for example bicycles and inline skates. Participation with wheelchairs and so-called handbikes is not permitted for security reasons.

(3)

Accompanying participants with bicycles, inline skates and other means of locomotion as well as taking along prams, so called "baby-joggers" (prams equipped for jogging) or animals is not permitted and will result in the DISQUALIFICATION of the respective participant. Accompanying participants by bicycle is exclusively permitted to persons authorized and accredited by the organizer. Accredited accompanying persons by bicycle are engaged by the organizer on the day of the race exclusively for protecting top athletes that are relevant to the live transmission. The staff members accredited by the organizer are authorized to remove participants violating this rule from the contest.

(4)

Organizational measures are announced to the participants by the organizer before the marathon event. It is imperative to follow the instructions from the organizer and the appropriately identified staff members. In case of non-compliance disturbing the proper course of the event or jeopardizing the security of the participants, the organizer is authorized to

ban and/or disqualify the person concerned from the event at any time. Legally binding assertions against the participants can be made exclusively by the group of persons authorized by the organizer for this purpose. This group of persons also comprises the members of the medical services in charge of the competition who are entitled to prohibit a participant from taking part or continuing participation in the marathon event in order to protect the participant in case of respective medical symptoms.

(5)

The marathon event will take place in all weathers. However, the organizer reserves the right to discontinue the marathon event in case of imminent danger (e.g. heat, severe weather, force majeure, terror, etc.) without any claim to refund of the participation fee by the participants.

3 – Registration / conditions of payment/ refund/ organizational matters

(1)

ONLINE REGISTRATION: online registration to all competitions of the Vienna City Marathon can be made via the online internet portal www.mikatiming.de. The process is carried out by Mika timing by order and on behalf of the organizer. At www.mikatiming.de the respective participant can gain access to the current status of their registration in real time.

(2)

OTHER TYPES OF REGISTRATIONS by e-mail, by post or by telephone will not be accepted.

(3)

The **payment of the registration fee** can be made by credit card for all types of registration (Online registration). We accept exclusively VISA credit cards or Eurocards/Mastercards. Credit cards from other companies will not be accepted. Payment can also be made by SEPA debit advice.

Registrations which are sent in without concurrent credit advice, i.e. receipt of payment of the registration fee, are not accepted on principle. Due to organizational reasons payment of the registration fee to a bank account is not possible.

Registration forms sent in by minors must additionally be signed by their legal representatives. In case of double registration a handling fee of € 15,- will be charged. If a registered participant wishes to change from Marathon to Half Marathon, the remaining amount will not be refunded, the participant completes the race at the half marathon distance. By transfer of an entry from Half Marathon to Marathon a handling fee of € 15,- will be charged plus the remaining amount to Marathon entry fee valid at the time of registration has to be paid. Bank expenses caused by incorrect, incomplete or illegible data given on the entry form will be charged to the participant responsible. Registered participants who fail to take part, for whatever reasons, are not entitled to claim refund of the participation fee.

(4)

Entry fees for the competitions are staggered according to different allocations. Please find further information at www.vienna-marathon.com.

The number of entries will be decided by the judgement of the organizer. Registrations will be accepted in order of their arrival. Early registration will guarantee your entry.

The Conditions given below cover all starting places for online registration including all other sales channels.

(5)

In case of registration by internet all participants receive a booking confirmation by e-mail giving the allocated registration number immediately after sending the registration. This confirmation serves as an attestation of the proper transfer of the data to the organizer. This booking confirmation DOES NOT serve as PAYMENT confirmation or COLLECTION confirmation. The race number will be allocated at a later date. The confirmation to COLLECT the race documents including assigned race number will be sent by e-mail to each participant at a later date and MUST be printed by the participant. In case an error occurred in the payment data indicated by the participant, an e-mail will be sent to the participant by vienna-marathon@mikatiming.de. Being listed in the official list of starters at www.vienna-marathon.com resp. www.mikatiming.de also serves as a confirmation of the proper transfer of data to the

organizer, but it does not serve as a confirmation of payment. Collection of race documents without handing in the collection confirmation signed by the participant and presentation of the runner's personal ID at the registration desk is not permitted. Possible deficits have to be made good at the cashier's/help desk before collecting the race documents.

(6)

The organizer reserves the right to **disqualify** and/or exclude a participant from the competition in case the participant has given wrong information concerning personal data relevant for the assessment of the achievement, or if he is serving a ban imposed by the national sports association resp. by NADA, if he has already been banned for committing a doping offence or in case there is suspicion of the participant's starting after using substances that are not permitted (doping). In case a participant registers in any manner (in written form or online) for one of the competitions of the marathon event despite fulfilling criteria that can result in disqualification, there is no **legally valid contract** between the organizer and the participant.

(7)

Participation in the marathon event is strictly reserved to one person only and not transferable. **Race numbers are not transferable. Changes of names are not possible.**

(8)

Registered participants who do not appear at the start or declare their **non-participation** in the marathon event to the organizer, for whatever reason, are not entitled to claim refund of the participation fee.

(9)

In case of online registration via the internet the participants (Marathon, Halfmarathon, Relay Marathon) have the possibility to conclude an insurance for **cancellation/withdrawal** in the case of illness. Details can be found in the respective page in the online registration form. The respective insurance premium is charged by www.mikatiming.de and transferred to Wiener Städtische Versicherungs AG Vienna Insurance Group. Claims can only be submitted at kundenservice@wienerstaedtsche.at using the policy number and the booking number that each participant receives with the booking confirmation. Information and confirmation of payment for insurances concerning withdrawal/cancellation can only be given by vienna-marathon@mikatiming.de.

Due to organizational reasons it is not possible to take out insurance in case of illness by use of so-called "registration codes."

Online registration (booking of a race number) equals the purchase of an event ticket and therefore is not subject to Distance Selling Act §5f. Nr. 7 BGBl I 185/1999, which regulates that the law regarding contracts of rendering services in the field of recreational activities will not be applied. This means that the right of withdrawal and money back within 7 days is not possible.

(10)

Refund of the participation fee can only be considered in case of a complete cancellation of the event. If the organizer is not responsible for the cancellation, only a partial refund will be made in the amount of the difference remaining after deduction of the pro rata expenses already incurred by the organizer; the participant(s) have the right to prove that the pro rata expenses were lower.

(11)

If the temperature on the day of the race at the time of the men's finish (approx. 11.10am - starting time 9.00am) is higher than 30° Celsius according to the weather station Zentralanstalt für Meteorologie und Geodynamik (ZAMG), the race will be discontinued for all participants who have not yet completed half of the marathon distance, following a decision by the jury. The participants concerned will automatically be directed to the finish area and will receive a result for the half marathon. If the temperature exceeds 33° Celsius the race will be discontinued also for all participants on the second half of the course. These measures are intended to preserve the health and security of the participants.

(12)

The following documents have to be presented for collection of the race documents at the registration desk located at the marathon fair „Vienna Sports World“:

1. Collection confirmation showing the race number, which was sent to you approx. 2 weeks prior to the event.
2. The participant's personal photo identification.

(13)

Do you want to collect the race documents for a friend?

In this case please bring along the following documents:

1. Your friend's collection confirmation duly signed by him-/herself.
2. A power of attorney, personally signed by your friend. A relevant form is available in the download section on www.vienna-marathon.com
3. A photocopy of your friend's ID card.
4. Your personal ID card

The starting documents will definitely NOT be HANDED OUT to a third party without presentation of the above mentioned documents!

Possibility to upload data of a third party to collect your race documents

If you do not have the possibility of collecting your race documents personally, a friend of yours may collect your documents under certain circumstances. In this case you can forward the collector's data automatically to the VCM organization via your personal VCM INSIDER ACCOUNT.

Enter into your Insider Account on www.vienna.marathon.com with your e-mail and password which you received upon registration to the VCM.

(14)

By signing this confirmation you confirm that you will not pass on the bib number to any other athlete. You are aware of the fact that the bib number is the only document to identify a runner in case of emergency. You are aware of the fact that you might endanger another athlete by passing on your bib number. It is expressly forbidden to pass on the bib number which serves as the most important tool for identification of an athlete during the race.

4 -Exclusion of liability

(1)

If, in cases of force majeure, the organizer is entitled or obliged to make changes in the execution of the event or to cancel it due to official orders or for safety reasons, participants are not entitled to a refund of entry fees already paid. Claims for damages against the organizer are excluded in cases of slight negligence.

(2)

The organizer is not liable for **material damages or property loss**.

(3)

The organizer does not assume liability for a participant's **health risks** in connection with his or her participation in one of the competitions of the Vienna City Marathon. It is the participant's responsibility to obtain a medical assessment of their state of health before the competition.

(4)

There is **no liability** on the part of the organizer for **storing objects** on behalf of the participant that are taken over by third parties assigned by the organizer. This applies in particular to objects that are handed in at the start to the kit service (truck transport of kit from the start to the finish area). The kit service will take exclusively the special kit bags provided by the organizer that are handed out together with the race documents. Kit bags can be collected at the finish area up to 1 hour after finish. Kit bags that are not collected will be kept by the organizer until 3 weeks after the marathon event at the maximum. In this period of time the kit bags can be collected at the organizer's office on presentation of the race number. After this deadline uncollected kit bags are disposed of by the organizer. As a matter of principle it is impossible to send uncollected kit bags by post.

5 - Data collection and data processing

(1)

Personal data given by the participants at registration are stored and processed for the purpose of organizing the marathon event including for the purpose of the participants' medical care by the medical services in charge on the course and in the finish area. This also includes data given for the purpose of settlement of payment. At registration the participant consents to the saving of data for this purpose.

(2)

Photos, shots and interviews from the participants taken in connection with participation in the competition can be broadcast by radio and television, published in print media and books, reproduced photomechanically (videos) by the organizer excluding the participants' claim to financial remuneration. With the registration, the participant agrees that his data is getting saved and handed over for this reason.

(3)

The personal data saved as noted in paragraph 1 are passed on to a commercial photo service for the purpose of **submitting photos of the participants** taken on the course and at the finish. At registration the participant consents to the storing and processing of the given data for this purpose. However, with this consent the participant does not automatically agree to purchase such photos. The manner of contacting the participant, i.e. the submission of photos is the concern of the commercial photo service. Submission of relevant offers in this regard and/or photos can be made electronically (e-mail) and/or by post.

With their registration for one of the competitions of the Vienna City Marathon participants consent to the publishing of photos taken in the course of the event (full image or miniature image) in the individualized/digitalized list of results at www.vienna.marathon.com and on Vienna City Marathon's social media profiles.

(4)

From the personal data stored as noted in paragraph 1, surname, first name, date of birth, sex and sports club if applicable linked to the race bib can get passed on to a commercial third party for the purpose of time-keeping, production of the race numbers, compilation of the lists of results, medal engraving and publishing these lists on the internet. At registration the participant consents to the storing and processing of the given data for this purpose.

(5)

The participant's surname, first name, date of birth, sex, sports club if applicable, race number and result (ranking and time) are printed, i.e. published in all **relevant media covering the marathon event** (printed matter such as the programme booklet or results booklet, as well as on the internet and TV stations). The participant's personal data will also appear on the official race number. At registration the participant consents to the storing and processing of the given data for this purpose.

(6)

Selected personal data [first and last name, nationality, date of birth, overall and age-group results for the race] of finishers of the full marathon (42.195 km) may be transferred to Abbott World Marathon Majors Ltd. (USA) to be used to establish eligibility for the Abbott World Marathon Majors (AWMM) age-group world rankings, AWMM age-group world championships and presentation at www.worldmarathonmajors.com, where they may be processed and published. You may revoke your consent in writing via e-mail to datenschutz@vienna-marathon.com at any time with effect for the future to Enterprise Sport Promotion GmbH.

(7)

Selected personal data of Austrian participants [surname, first name, club, nationality, overall and age-group results of the race] in all AIMS-measured competitions organised by us will be transmitted, processed and published for the purpose of a listing in the ÖLV (Austrian Athletics) leaderboard. You can revoke your consent to the transfer of the ÖLV leaderboard at any time with effect for the future in writing to Enterprise Sport Promotion GmbH by e-mail to datenschutz@vienna-marathon.com.

(8)

The participant **consents to receive information relevant to the competition via e-mail until a few months after the race**. Such information is used exclusively by the organizer. There is no passing on of personal data (as noted in paragraph 1), especially e-mail addresses to other parties than those mentioned in paragraphs (3)(4)(5)(6).

(9)

Data gathered from enquiries sent by the participant to the organizer via the assigned email at www.vienna-marathon.com will be stored by the organizer for the purpose of answering the query and in case of possible follow-up questions. This data will not be passed on without your agreement.

6- Time keeping, chip deposit and irregular conduct

(1)

Every participant's performance will be timed in every competition either by ChampionChip or RFID Tag integrated in the race number. All participants must wear a valid time keeping chip or TAG during the competition. Each participant must wear a chip or TAG for time-keeping. Detailed information about the timekeeping can be found in our various publications.

Timing with ChampionChip

Since you don't own a ChampionChip, please decide whether you would like to rent or buy a ChampionChip for timing. In order to comply with timing regulations for the relay marathon, every participant must wear their own timing chip on their shoe.

If you decide to **buy** (35,00 EUR) a ChampionChip, it will be sent to you within 14 days. You can then not only use it for this event, but also for other running, cycling or triathlon events worldwide.

If you decide to **rent** (6,00 EUR) a ChampionChip, it will be given to you together with your starter package. Please return the ChampionChip undamaged at the Chip Reception after finishing the race.

The loaned timing chip can be returned, undamaged, to the Chip Reception at the finish. **If it is not returned, the chip will be considered as bought and the account or credit card of the participant will then be debited to the sum of 29.00 Euro.** At the end of this process the chip is your property and can be used in many other running, cycling and triathlon events in Austria, Germany and around the world.

(2)

If the **officially allocated start number is altered in any way**, especially if the advertising section is obscured or made unrecognisable, the participant will be excluded from the timed results (Disqualified).

(3)

Passing on start numbers which have already been allocated as well as selling and dealing in starting places and/or registration codes of the Vienna City Marathon in sales channels other than those of the organizing event, in particular digital market places online (e.g., willhaben, e-bay or similar platforms) are forbidden. Actions which contravene this will lead to expulsion from the event and/or disqualification of the participant/s concerned.

Furthermore, the passing on of already issued start numbers can put the purchaser of the start number at risk in case of a medical emergency during the race since the data of the registered start number will not match that of the runner. If medical details, contact numbers in case of emergency etc. have been given upon registration, this data will no longer be valid if the start number is passed on.

In the case of damages, passing on a start number may also lead to legal consequences.