

General conditions of participation VCM Winterlaufserie / Winter Series

1 - Conditions

(1)

The following general conditions of participation are valid for all participants taking part in one of the competitions of the VCM Winterlaufserie / Winter Series:

VCM Winterlaufserie / Winter Series (5KM, 10 KM, 15 KM, 21,0975 KM, 25KM)

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 VCM Winterlaufserie / Winter Series:

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 Winterlaufserie / Winter Series 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 VCM Winterlaufserie / Winter Series 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 VCM Winterlaufserie / Winter Series can be made via the online internet portal www.mikatiming.de. The process is carried out by Mika:timing AG 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 VISA or Mastercard. Credit cards from other companies will not be accepted. The payment can also be made by SEPA debit advice / IBAN and BIC.

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.

(4)

In case of registration by internet all participants receive a booking confirmation by e-mail including the allocated race number after sending the registration. This confirmation serves as an attestation of the proper transfer of the data to the organizer. In case an error occurred in the payment data indicated by the participant, an e-mail will be sent to the participant by Race Result AG. Being listed in the official list of starters at www.vienna-marathon.com resp. Race Result AG 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.

(5)

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.

(6)

The participation is strictly reserved to one person only and not transferable. **Race numbers are not transferable. Changes of names are not possible.**

(7)

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

(8)

Refund of the participation fee is only possible in case of complete cancellation of the VCM Winterlaufserie / Winter Series. In case of unjustified cancellation by the organizer only part of the participation fee will be refunded after deducting expenses apportioned to the participant. By payment of the registration fee, the participant becomes entitled to join the event as a runner. The participant does not acquire rights on services which are provided by the event organizer free of charge.

(9)

The organizer determines an organizational limit (number of participants and/or the latest registration possibility). This can be announced at the registration start or at any later moment. The number of participants will be limited in the discretion of the organization. Early registrations are assuring starting places.

(10)

The following documents have to be presented for to collect the race documents.

1. Booking confirmation showing the race number, which was sent to the participant directly after the registration was made. All information: www.winterlaufserie.at

4 -Exclusion of liability

(1)

In case the organizer is entitled to alter the progress of the event or cancel the event because of acts of nature or obliged to do so at official request for security reasons, the organizer is not liable for compensation in respect of the participants.

(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 VCM Winterlaufserie / Winter Series. 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. The exclusion of liability also applies for articles of value as e.g. mobilephone, wallet/purse, watch.

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 (films, videocassettes etc) 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 VCM Winterlaufserie / Winter Series 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.

(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 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 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.

(7)

In case the participant has given his e-mail address at registration he/she **consents to receive information relevant to the competition via e-mail**. Such information is used exclusively by the organizer.

(8)

No handover of personal data (1), in particular e-mail-address and other factors not mentioned in the sections (3) (4) (5) and (6), to a commercial third party will take place.

(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)

By all competitions of the VCM Winterlaufserie / Winter Series, the timing chip is integrated within the race number (RFID-TAG). The RFID-TAG is placed at the back site of the race number and must NOT be taken off.

Timekeeping chips from other producers can not get processed.
Without race number, there is no timekeeping possible!

(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).