

# **GENERAL CONDITIONS OF PARTICIPATION**

## **Vienna City Marathon**

**Enterprise Sport Promotion GmbH**

Company registration number: FN 49412s

Akaziengasse 36

1230 Vienna

## **§ 1 - General information**

### **1.1 Scope**

The general conditions of participation described below apply to all participants taking part in the sports event "Vienna City Marathon" (including all competitions held on this weekend) organised by Enterprise Sport Promotion GmbH, Akaziengasse 36, 1230 Vienna, FN 49412s.

These conditions of participation regulate the legal relationship between the registered person and the organiser (organisation agreement). The conditions of participation in the version valid at the time of registration are an integral part of the agreement between the organiser and the registered person. The current version of the conditions of participation is available on [www.vienna-marathon.com](http://www.vienna-marathon.com).

For invited international top athletes and invited and/or participating Austrian Athletics Federation (ÖLV) squad athletes, the VCM Elite Competition Rules apply in addition which are available on [www.vienna-marathon.com](http://www.vienna-marathon.com).

### **1.2 Organiser**

The organiser of the sports event covered by the agreement is Enterprise Sport Promotion GmbH, Akaziengasse 36, 1230 Vienna, FN 49412s.

### **1.3 Declarations**

All declarations by a registered person to the organiser must be sent by email to [office@vienna-marathon.com](mailto:office@vienna-marathon.com) or in writing by post to the address below:

Enterprise Sport Promotion GmbH, Akaziengasse 36, 1230 Vienna.

## **§ 2 - Participation Requirements & Safety**

### **2.1. Eligibility**

All those who are above the age stipulated in the respective competition announcement, are not subject to a suspension, and have properly registered under the applicable regulations via the provided online registration platform are eligible to participate in this event.

The registered person must be present in person and be in a position to cover the distance on his/her own. By registering, the participant confirms that he/she fulfils the health-related requirements for participating, to be able to cover the marathon distance in the maximum time announced for each event. If the participant is unsure of this, the participant confirms that he/she has sought medical advice for participating in this event.

## **2.2 Medical pre-requisites**

Participating in the event is only permitted if the registered person is healthy and at a satisfactory fitness level. If there are signs of weakness and/or physical unease, the participant must quit the competition immediately on his/her own.

Medical services offered along the route in the course of the event are not to be paid for by the participants if these services are used by the participants. The costs of any medical transport (e.g. ambulance transport to a hospital) and any further medical treatment are to be borne by the participant. It is the participant's responsibility to insure himself/herself to the extent necessary for the competition and to buy any additional foreign or sports insurance at his/her own discretion.

## **2.3 Safety during the competition**

Participants are not permitted to use means of transport and/or sports equipment that could endanger the safety or health of participants, visitors or organisers of the event. This particularly includes bicycles, scooters, electric scooters, motorcycles, electric motorcycles, prams, so-called "baby joggers" and inline skates. Likewise, participants may not be accompanied by these means of transport. Participating with wheelchairs and/or so-called "handbikes" is not permitted for safety reasons. Participants are not allowed to bring animals on the route.

The organiser and the companies and bodies in charge of organising and holding the competition are authorised to exclude offenders from the competition, to expel them from the venue (e.g. the route) and, if necessary, to disqualify them at any time.

## **2.4 Measures taken by the organiser**

The instructions of the organiser and its appropriately identified personnel must be followed at all times without fail. In case of non-compliance, the organiser is entitled to exclude the participant from the event and/or disqualify the participant at any time.

Legally binding declarations can be made to the participant only by the organiser's group of persons authorised for this. This group of persons also includes members of the medical services supervising the event. These medical services members can also forbid the participant from participating or continuing in the event if they notice adverse health signs in order to protect the participant. For the "*Vienna City Marathon*" event, the event rules published by the organiser apply in addition, which are available on [www.vienna-marathon.com](http://www.vienna-marathon.com) in the currently valid version.

In principle, the competition shall take place in all weather conditions; however, the organiser reserves the right to stop the race early or after it has started owing to the weather conditions - e.g. if there is danger to the participants.

# **§ 3 - Registration / Terms of payment / Booking confirmation / Insurance**

## **3.1 Registration**

In order to participate in the competition, registration of the participant and processing and storage of the participant's personal data by the organiser or a third party commissioned by the organiser is required. The participant agrees to this data processing.

Registration for the competition must be done in advance only through the online registration portal provided by the organiser. Registration is subject to the separate general terms and conditions of the respective registration portal provided by an external provider, these terms and

conditions are available in an electronic format for download as part of the registration. Registrations submitted in person, by e-mail, by post or by telephone will not be accepted.

An agreement between the participating person and the organiser is only effective once the registration has been verified for correctness of data and compliance with the conditions of participation of the respective competition.

The registration fees are charged to the participant via the registration portal of an external provider on and for the account of the organiser.

Participation in the competition is a personal right that is only transferable up to an organisational deadline set by the organiser and announced to the participants. After this deadline, participant names will not be changed and transferring the right to participate will no longer be possible. Non-compliance will result in the automatic disqualification of the participant.

After registering for the competition, withdrawal from the agreement on the part of the registered person is excluded in accordance with § 18 para. 1 no. 10 of FAGG (Act on Distance Contracts and Off-Premises Contracts). This means that a fourteen-day right of withdrawal and return is excluded.

### **3.2. Payment terms**

The participation fee can be paid through the registration platform by credit card (VISA or Mastercard only) or payment can be made via international bank transactions using SEPA direct debit / IBAN and BIC. Registrations without immediate payment will generally not be accepted. Payment of the participation fee to a bank account is not possible for organisational reasons.

When registering minors, the payment of the participation fee via SEPA direct debit or credit card and corresponding electronic confirmation during registration also confirms the consent to participation of the minor by the minor's respective legal representative.

If the participant decides to re-register himself/herself for another competition (change of discipline), and if it turns out to be a "downgrade", the participation fee that is already paid will not be refunded, not even on a pro rata basis. However, making another payment of the participation fee for the new competition is not necessary. To "upgrade" to a more expensive competition, the participant must pay the difference in the participation fee that is applicable at the time of re-registration. Bank charges resulting from incorrect, incomplete or illegible information will be charged to the registered person. If a registered person does not participate in the event due to reasons for which neither the organiser nor the companies commissioned for organising and carrying out the event are responsible, the participant shall not be entitled to a refund of the participation fee. The provisions regarding the change of discipline only apply to competitions within the event.

The respective valid participation fees for the individual competitions are (unless specified otherwise) staggered according to contingents and are available on [www.vienna-marathon.com](http://www.vienna-marathon.com) in the corresponding information on the competitions. The contingents listed include all starting slots for online registrations including all other sales channels. The number of available starting slots is limited for each competition.

### **3.3. Insurance**

When registering online for the competition, the organiser may offer the participating person the option of taking out cancellation/withdrawal insurance for a fee. Details are available in electronic format on the corresponding registration platform. The premium for the aforementioned cancellation/withdrawal insurance will be charged by an external provider of the registration

platform and forwarded directly to its insurance partner. The notification and settlement of insurance claims is carried out exclusively by the insurance partner.

Taking out cancellation insurance is only possible with immediate and complete payment of the participation fee within the scope of the online registration at [www.vienna-marathon.com](http://www.vienna-marathon.com).

## **§ 4 – Race bibs / Timing**

### **4.1. Collecting race bibs**

The race bib must be collected personally by the participant. For individual competitions, this can be done only by submitting a valid identification document and with the registration confirmation sent via email. The registered person is not entitled to receive the race bib.

The collection of bibs from third parties is only possible for select competitions with the submission of a "power of attorney for third party pickup". If necessary, a blank form for this power of attorney will be provided in the information on the competitions on [www.vienna-marathon.com](http://www.vienna-marathon.com).

### **4.2. Passing on race bibs**

With the registration, the participating person confirms that already issued race bibs will not be passed on to another runner. The participating person is aware that the race bib is the only means of identification in case of any emergency.

Passing on already issued race bibs and selling and marketing starting slots and/or registration codes of competitions of the organiser in sales channels not related to the event, in particular on digital market places on the internet (e.g. willhaben, e-bay, facebook, viagogo or similar platforms) is prohibited. Non-compliance may lead to exclusion from the event and/or disqualification of the respective participants.

If the race bib is passed on illicitly, the registered person will be liable to pay compensation to the organiser and the companies entrusted with the organisation and management of the event if damage is caused.

### **4.3. Timekeeping**

For timed competitions, the time will be measured with a timing transponder specified or provided by the organiser. Further information on the timing transponders used will be announced upon registration for the respective competitions on [www.vienna-marathon.com](http://www.vienna-marathon.com).

## **§ 5 – Withdrawal and refund of the participation fee**

### **5.1. Withdrawal**

If a registered person does not take part in the competition for reasons for which the organiser is not responsible, nor due to neutral reasons, and not because of companies commissioned with the organisation and management of the event, or if the person declares his/her non-participation

to the organiser beforehand, then the registered person is not entitled to a refund of the participation fee.

## **5.2. Refund of the participation fee**

If the registered person has a legal right of withdrawal, the participation fee paid for participation in the competition will be refunded.

## **§ 6 - Amendments in the course of the event**

The organiser is entitled (in particular in 2021, 2022 and 2023) with the conditions of the Covid-19 pandemic) and, depending on the situation, even obliged to relocate, postpone, shorten, completely or temporarily cancel, partially limit, close or cancel the event in its entirety (incl. e.g. side events, expo, race bib distribution) in specially justified exceptional situations. A justified exceptional situation that justifies such a measure exists if there are sufficient factual indications that the planned implementation or continuation of the event could lead to a concrete danger to participants and/or visitors or if an official event ban has been issued for the competition. The participating person shall accept and comply with any official conditions or requirements imposed on the organiser. The participating person will be notified in advance of such conditions and/or changes by email and/or on the website of the respective competition.

The participating person is requested to always stay up to date accordingly, and at least on the day of the event.

## **§ 7 - Infractions / Disqualification / Exclusion / Suspension**

In the event of violations of these conditions of participation and/or in the event that instructions from the organiser and the medical service are not followed and there is a risk that proper management of the event or the safety and/or health of the participants is endangered, the organiser may exclude participants from the timed scoring or from the competition and/or disqualify them.

Violations that may result in exclusion or disqualification from the competition include, but are not limited to:

- a) Violation of the national and international rules of athletics;
- b) passing on the personally assigned race bib;
- c) the misappropriation or acquisition and/or alteration of the race bib;
- d) removal of the advertising print on the race bib;
- e) seriously unsportsmanlike conduct;
- f) repeated, implausible completion times;
- g) culpably providing false information on personal data that is relevant for evaluating the sporting performance;
- h) Registration for a competition despite an already expired or still valid ban by a national sports federation or a national anti-doping agency (NADA) or WADA due to a doping offence;
- i) Suspicion of taking prohibited substances for performance enhancement.

The organiser reserves the right to ban a person from competing in case of an infringement, even with effect for the future. If a person meets the criteria leading to an infringement or disqualification

and registers in any form whatsoever for one of the organiser's competitions, there will not be a legally valid agreement between this person and the organiser.

## **§ 8 - Liability / force majeure / health risks**

### **8.1. Unlimited liability**

The organiser is liable for property damage only in case of intentional or grossly negligent acts. In case of personal injury, the organiser is also liable for slight negligence.

### **8.2. Force majeure / cancellation / termination**

In cases of force majeure or due to official orders or for safety reasons, the organiser is entitled to make changes to the organisation of the event or to cancel it in whole or in part. In these cases, the organiser may withdraw starting rights, exclude individuals or all participants from the organiser's competitions and/or withdraw from the agreement.

### **8.3. Reduction in the number of participants stipulated by the authorities**

Should the organiser be entitled to reduce the number of participants in cases of force majeure or be obliged to do so due to official orders for which it is not responsible or for safety reasons, a draw will be held for the maximum number of participants prescribed by the authorities. The participants concerned will be informed immediately of any (partial) cancellation.

### **8.4. Health risk**

The organiser assumes no liability for health risks of the participant in connection with the event. It is the responsibility of the participants to have their health condition checked by a doctor before taking part in the competition.

### **8.5. Custody of items**

The organiser accepts no liability for safekeeping of participants' items, with the exception of any intentional or grossly negligent act on the part of the organiser.

## **§ 9 - Public event, image and sound recordings**

### **9.1. Public events / photos / film and video recordings / interviews**

The participating person is aware that the competitions of the organiser are public events and that he or she as a person can therefore become the subject of image and video coverage. The competitions can therefore be reported online on the internet and/or social media as well as offline on radio, TV and print. The organiser will also document his events with image and sound recordings.

The participating person may be filmed, photographed and/or interviewed by the organiser or by service providers commissioned by the organiser. The photographs, film recordings and

interviews produced may be used by the organiser free of charge for documentation and editorial purposes. The participating person grants the organiser the exclusive right, without restrictions of time, space and subject matter, to reproduce, distribute and publicly display the recordings and to offer them for retrieval, in particular to publish and use the photographs commercially, including for advertising purposes, offline and online as well as in social networks. By registering, the participating person consents to the storage and forwarding of data for this purpose. The participating person waives his/her right to be named.

## **§ 10 - Data collection and data utilisation**

### **10.1. Personal data**

The personal data provided by the participating person during registration will be stored and processed for the purposes of organisation and handling of the event, including for medical care of the participating person during the competitions by the medical services supervising the event. This also applies to the data required for payment processing. By registering, the participating person consents to the storage of data for this purpose.

### **10.2. Passing on data to photo service providers**

From the stored personal data, names and contact addresses will be linked to the assigned race bib and passed on to a commercial photo service provider for the purpose of sending photos of the participating person on the marathon route and at the finish. By registering, the participating person consents to the storage and forwarding of data for this purpose. However, with the consent the participating person does not declare that he/she would like to purchase such a photo. The method of contacting the participating person or the method of sending the photos shall be decided at the discretion of the photo service provider. The relevant information for purchasing photos and/or the photos themselves can be sent electronically (email) and/or by post.

By registering, the participating person agrees to the publication of the photos taken by him/her during the event (full screen and/or thumbnail) on *www.vienna-marathon.com* and the social media websites operated by the organiser.

### **10.3 Disclosure of participation data**

From the stored personal data, name, first name, year of birth, gender, nation, if applicable association linked to the race bib may be passed on to a service provider for the purpose of timekeeping, race bib printing, making starting lists and result lists, medal engraving, T-shirt printing as well as the publication of these lists on *www.vienna-marathon.com*. By registering, the participating person agrees to the storage, transfer and publication of the data for this purpose.

### **10.4. Passing on basic information and results**



The surname, first name, year of birth, gender, if applicable association, race bib and result (placement and times) of the participating person will be published for the presentation of basic information and result lists in all relevant media accompanying the event (printed matter such as programme booklet and results booklet, daily print media and television stations on request as well as on the internet); the participating person gives his/her consent to this. The participating person also agrees that the race bib may be provided with his/her personal data. By registering, the participating person consents to the storage and use of personal data for this purpose.

#### **10.5. Sharing data for the Abbott World Marathon Majors Age-Group Ranking**

Selected personal data (surname, first name, nationality, date of birth, overall and age group results of the race) of participants in the marathon (42.195 km) will be sent to Abbott World Marathon Majors Ltd. (USA) where it is processed and published for the purpose of participation in the Abbott World Marathon Majors (AWMM) age group ranking, the AWMM Age Group World Championships and for displaying on the website [www.worldmarathonmajors.com](http://www.worldmarathonmajors.com). The participating person can revoke the consent to the disclosure concerning AWMM at any time with effect for the future vis-à-vis the organiser in writing by sending an email to [datenschutz@vienna-marathon.com](mailto:datenschutz@vienna-marathon.com).

#### **10.6 Passing on participation data to the Austrian Athletics Federation (ÖLV)**

Selected personal data of Austrian runners (surname, first name, association, nationality, overall result and age-group wise result of the race) in all organised AIMS-measured events will be shared for the purpose of listing in the ÖLV rankings list, processed there and published. Participants can revoke their consent to sharing their data for the ÖLV rankings list at any time with effect for the future in writing to Enterprise Sport Promotion GmbH by sending an email to [datenschutz@vienna-marathon.com](mailto:datenschutz@vienna-marathon.com).

#### **10.7. Receiving information relevant to the event**

The participating person agrees to receive information relevant to the event from the organiser by email and/or post.

#### **10.8. Data from enquiries**

Information from enquiries that a participant sends to the organiser via the contact form on [www.vienna-marathon.com](http://www.vienna-marathon.com) will be stored by the organiser for the purpose of processing the enquiry and for any follow-up questions. This data will not be passed on without the consent of the participant.