

# GENERAL CONDITIONS OF PARTICIPATION

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 - Teilnahmevoraussetzungen & Sicherheit

### 2.1 Eligibility

Eligible to start are all individuals who have reached the minimum age specified in the respective competition announcement and who are not subject to a ban on participation (e.g., due to a prior doping 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

Unless explicitly stated otherwise in the competition information of the respective events, the use of sports equipment or other assistive devices is not permitted in any competitions of the Vienna City Marathon. Exceptions apply exclusively to such sports or assistive devices that are expressly listed as permitted in the respective competition information.

Participants are also not permitted to be accompanied by persons using such means of transport. For safety reasons, participation with wheelchairs and handbikes is not permitted in the Vienna City Marathon, the Wiener Städtische Half Marathon, or the Powerade Relay Marathon.

Furthermore, participants are strictly prohibited from bringing animals onto the course.

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 as well as a data protection declaration of the respective registration portal provided by an external provider, these terms and conditions are available in an electronic format 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 event constitutes a strictly personal right and may only be transferred to the following year or to another participant within the organizational deadline set and communicated by the organizer, and upon payment of the fee announced by the organizer. After this deadline, any transfer of the participation right is no longer possible.

The official transfer procedure offered by the organizer is the only permitted method for such transfers. Any sale or trade of race entries and/or registration codes for events organized by the organizer through unauthorized channels, particularly via online marketplaces (e.g., willhaben, eBay, Facebook, Viagogo, or similar platforms), is strictly prohibited.

Violations may result in exclusion from the event and/or disqualification of the involved participants, as well as a five-year ban for the seller. 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 Prohibition of False Personal Data; Processing Fee

The intentional provision of false personal data, in particular the use of fictitious or obviously incorrect names (e.g., "Max Mustermann"), for the purpose of securing a starting place during the registration process is prohibited. This applies equally to individual participants and to registrations made on behalf of companies.

In cases where the organizer must correct or otherwise amend the respective data record due to such incorrect information, a processing fee of EUR 30.00 per affected data record will be charged.

### 3.3 Payment terms

Payment of the participation fee is made via a payment method offered by the registration platform. Registrations without immediate payment will generally not be accepted. Payment of the participation fee to a bank account is not possible for organisational reasons.

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 before the opening of the next contingent. 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.

### **3.4 Late Registration**

If starting places are still available at the time of the event weekend, these may be purchased as part of a late registration process. A separate late registration fee shall apply, the amount of which is published in advance in the respective competition information available on the organizer's website. There is no entitlement to late registration.

### **3.5 Waiting List**

If the organizer opens a waiting list for a competition, an entry into this waiting list shall be deemed equivalent to a regular registration and is considered binding. A withdrawal from the waiting list is only permissible if and to the extent that this option is explicitly provided for and communicated in the competition information or elsewhere on the organizer's website. In all other cases, withdrawal from the waiting list is excluded.

### **3.6 Insurance**

The organiser may offer the participating person the option of taking out cancellation/withdrawal insurance for a fee via the registration platform. 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.

## **3§ 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 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 as well as a 5-year ban for the seller.

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 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.

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## **§ 7 - Infringements / 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.
- j) Passing on a starting place or race bib to a third person.

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 Höhere Gewalt / Absage / Abbruch**

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 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 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, TV live broadcast, photo and video service, making starting lists and result lists, medal engraving, T-shirt printing as well as the publication of these lists on [www.vienna-marathon.com](http://www.vienna-marathon.com) as well as to NADA for carrying out doping tests. By registering, the participating person agrees to the storage, transfer and publication of the data for this purpose.

### **10.3 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.

#### **10.4 Forwarding of medical data**

From the stored personal medical data, the surname, first name, year of birth, gender, as well as medically relevant emergency data and the emergency contact linked to the start number will be forwarded to blue light organizations (police, Red Cross and the organizer's security centre). In the case of a group registration, the emergency contact will be passed on to the group leader. With registration, the participating person agrees to the storage, forwarding and publication of the data for this purpose.

#### **10.5. Disclosure of Personal Data for Company Rankings & “Coca-Cola Inclusion Run”**

For the purpose of preparing internal start and result lists within participating companies, selected personal data (including first and last name, nationality, date of birth, team or club affiliation, and contact information) will be transmitted to companies participating in the company ranking, processed there, and published internally within the company.

Participants in the “Coca-Cola Inclusion Run” will receive separate information from Coca-Cola and the partner organization Special Olympics. For this purpose, the aforementioned personal data will be transmitted to the official agency commissioned by Coca-Cola.

Participants may revoke their consent to the transfer of personal data for the purposes of the company ranking and Coca-Cola Inclusion Run at any time with effect for the future. Such revocation must be submitted in writing via e-mail to [datenschutz@vienna-marathon.com](mailto:datenschutz@vienna-marathon.com).

#### **10.6 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 AWWM 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).

#### **10.7. 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).

#### **10.8. 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.

#### **10.9. 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.