

## GENERAL TERMS AND CONDITIONS MIDWINTER MARATHON

### Article 1 Definitions

- 1.1. In these general terms and conditions, the following definitions shall apply:
  - a. Event: the running race Midwinter Marathon
  - b. Organiser: the Stichting Marathon Apeldoorn
  - c. Participant: the person who has registered for participation in the Event in a manner permitted by the Organiser
  - d. Agreement: the agreement regarding the Participant's participation in the Event.
  - e. Foundation: the Marathon Apeldoorn Foundation (Hrg. 41039965)
- 1.2. These general terms and conditions shall apply to any Agreement.

### Article 2 Participation

- 2.1 Participation in the Centraal Beheer Marathon is subject to a minimum age of 18 years. For the Kidsrun a minimum age of 4 years applies. No minimum age applies for the other distances.
- 2.2 The Participant may only take part in the Event if he has completed the registration form in full and truthfully and if the and if the registration fee has been paid in full.
- 2.3 Participation in the Event is by the Participant personally. It is therefore not permitted for another person to take part in the Event instead of the Participant, unless this is done in a manner designated by the organisation.
- 2.4 If the Participant is unable to participate in the Event, the registration fee paid will not be refunded. Other payments under the Agreement will also not be refunded.
- 2.5 If the Participant makes a request to switch his registration to a shorter distance, no registration fee will be refunded. Switching to a longer distance is not possible.
- 2.6 If the Foundation is obliged to cancel all or part of the Event, or to change or shorten the route in certain sections, due to a reason that cannot be attributed to it, this is a case of force majeure. Force majeure includes, but is not limited to: cancellation, as a result of which the Event cannot take place, is discontinued or shortened due to: weather conditions, natural disasters, terrorism, disruption of digital infrastructure, withdrawal of the permit by the government, epidemics and pandemics. In such cases, the Foundation is entitled to set off against the entry fee the costs it has already incurred in connection with the Event.
- 2.7 The Foundation may decide to close the entry for a particular distance if the maximum number of entries for that distance has been reached.

### **Article 3 Liability**

- 3.1 Participation is at your own risk. Minors must obtain permission from parents/guardian/legal representative. The Foundation is not liable for any damage, by whatever name, which the Participant may suffer as a result of the Participation, unless this damage is the direct result of intent or gross negligence attributable to the Foundation. This exclusion of liability also applies to serious damages such as all possible damages resulting from injury or death.
- 3.2 If, notwithstanding the provisions of the first paragraph of this Article, the Foundation's liability for damage suffered by the Participant must be assumed, the Foundation's obligation to pay compensation for that damage shall be limited to a maximum of the amount paid out by the Foundation's insurer in respect of that damage.
- 3.3 The Participant must be adequately insured against the risk of damage he or a surviving relative may suffer as a result of his death, injury or illness caused by his participation in the Event.
- 3.4 The Participant declares himself familiar with the fact that participation requires good health in both the psychological and physical sense, and declares that he meets this requirement and that he will have adequately prepared for the Event through training and otherwise. The Foundation expressly and urgently advises the Participant to undergo a sports medical examination in connection with participation in the Event.
- 3.5 The Participant shall indemnify the Foundation for damage that third parties may suffer as a result of an act or omission attributable to the Participant in relation to the Event.

### **Article 4 Portrait rights and internet listing**

- 4.1 By registering, Participant grants permission to the Foundation to publish photographs and visual material and the like taken during or around the Event, in which the Participant is visible, without compensation.
- 4.2 The Foundation will not remove a Participant's details from the results list on [www.midwintermarathon.nl](http://www.midwintermarathon.nl) or other websites after the Event. The Foundation does not urge other parties to remove photographs of the Participant on the internet. Idem for the name of a runner in a ranking eg on the internet.

### **Article 5 Personal data**

The personal data provided by the Participant will be included in a file by the Foundation. By entering into the Agreement, the Participant grants the Foundation permission to use the personal data for sending information to the Participant and for providing the personal data to third parties for the purpose of sending information to the Participant. The Participant is allowed at any time to indicate,

free of charge, in writing or by e-mail, his objection to the sending of information by the Foundation or to the provision of personal data, after which the Foundation will stop such sending or provision respectively. By entering into the Agreement, the Participant grants the Foundation permission to publish his name and competition results, for example by means of publication in newspapers and via the Internet.

## **Article 6 Dispute resolution**

Disputes between the Foundation and the Participant shall be settled by arbitration to the exclusion of the civil court, in accordance with the arbitration rules of the Athletics Union or, in the absence thereof, the rules of the Netherlands Arbitration Institute. A dispute shall be deemed to exist if either party declares that this is the case.

## **Article 7 Businessrun**

- 7.1 Participation in the Businessrun is open to companies and institutions (non-profit organisations such as government and educational institutions). Further to be referred to as "company" or "companies".
- 7.2 Teams must choose between two distances when registering: the Eight of Apeldoorn (8 km) or the Mini-Marathon (10 English Miles). All members of the team run the chosen distance.
- 7.3 Each team should come out under the name of the company it represents.
- 7.4 A team consists of a minimum of 3 and a maximum of 5 men and/or women.
- 7.5 Each participant in the Event can only compete for one corporate team.
- 7.6 The team score is determined by adding up the run times of the first three finished team members.
- 7.7 Winner is the team with the shortest overall time of the fastest 3 runners.
- 7.8 There are prizes for the three best teams at the Eight of Apeldoorn and for the top three teams at the Mini-Marathon.
- 7.9 At the start, the participants of the teams will be assigned to a starting compartment to be designated by the organisation. There is therefore no separate Businessrun section.

7.10 Participants in the Businessrun are otherwise subject to the same general conditions as individual participants.

## **Article 8 Competition rules**

Participation by the Participant in the Event is subject to the "Midwinter Marathon Race Regulations" below, which forms part of these general terms and conditions.

For the Night Run and the Centraal Beheer Marathon (not a race), only points E, G, J, K and L below apply.

### **COMPETITION RULES MIDWINTER MARATHON**

#### **A. Application**

The competition regulations of the Athletics Union shall apply to the Event, except insofar as they are deviated from in these general terms and conditions. The competition regulations of the World Athletics (WA) shall apply, except insofar as they are deviated from in the competition regulations of the Athletics Union or in these general terms and conditions. Both competition regulations can be consulted via internet ([www.atletiekunie.nl](http://www.atletiekunie.nl) and [www.worldathletics.org](http://www.worldathletics.org))

#### **B. Categorisation**

The Foundation classifies participants into a race category based on men and women. At the Kidsrun, participants are additionally divided into 4 age categories with the minimum age being 4 years.

#### **C. Prices**

Each Participant who reaches the finish line in time will receive a commemorative medal.

In addition, the Organisation may award prizes, which need not correspond to the categorisation referred to under B. A Participant is not entitled to a prize if he has acted in breach of the competition rules. A prize awarded must be returned to the Foundation if, after it has been awarded, it appears that the Participant has acted in breach of the competition rules.

#### **D. Determination of results**

The Foundation determines the results and is entitled to change the results after any inaccuracies have been found. An awarded prize must be returned to the

Foundation by the Participant if, on the basis of the result after it has been changed, there is no longer a right to that prize.

**E. Mode of propulsion**

All Participants must move along the course set out by the Foundation in a manner customary for road athletics. The Foundation may deviate from this provision on special grounds.

**F. Starting position**

The actual allocation of a starting box to a Participant will be done by the Foundation.

**G. Start numbers**

The Participant will receive a start number from the Foundation. The start number must be attached to the chest. The start number must be attached and worn so that the start number and other information displayed on it are clearly visible. The start numbers must not be cut or folded. The Participant is prohibited from wearing starting numbers other than those provided to him by the Foundation. The Participant is advised to indicate any medical information on the inside of the start number.

**H. Time recording**

The Foundation will determine the finish time of the Participant. This determination is binding. The time registration is done by means of the RFID chip in the Participant's start number. The Organiser can only register the Participant's times if the Participant wears the start number containing the chip correctly.

**I. End of time recording**

Due to the release of the course to traffic, time registration will close at 16:30. Participants who cross the finish line later than 16:30 will no longer be included in the race results.

**J. Disqualification/removal from the match**

The Foundation is entitled to disqualify and/or remove a Participant from the competition if the Participant does not comply with these competition rules or

behaves in an unsporting or improper manner or if it is deemed necessary on medical grounds or in connection with the orderly conduct of the Event.

#### **K. Instructions competition management**

Participants must follow the instructions of the Foundation or, as the case may be, of persons who, given the clothing or other external features they wear, apparently belong to the organisation of the Foundation.

#### **L Other provisions**

The Road Traffic Act and the legislation based on it, such as the Traffic Rules and Road Signs Regulations, will remain in force on the entire course also during the Event.

Being accompanied, for whatever purpose and by whoever, is not allowed on the course, unless written permission is obtained from the Foundation.

Participants are not allowed to bring items such as (domestic) animals, prams, banners and so on, unless written permission is obtained from the Foundation.

- The Foundation accepts no liability for lost items of clothing or other property of Participants. This also applies to items left behind in changing facilities provided by the Foundation. The Participant is reminded that this accommodation is not guarded by the Foundation.
- The Participant is expected not to damage nature, the property of others and not to leave litter behind.
- In all cases not covered by these rules, the Foundation or the race management will decide.