

SURNAME:

FIRST NAME:

(in block letters)

**T&Cs – General Terms and Conditions
for participation in the "Krone Erzberg Adventure Days" event**

A. Scope of validity

The scope of validity of the following T&Cs covers all participants in the "Krone Erzberg Adventure Days" 2024 event.

Austrian law shall apply. Place of jurisdiction 8700 Leoben.

B. Conditions of participation & liability disclaimer

- i. I affirm that the information I have provided during registration is correct. Note according to data protection law: Your data will be stored automatically. Further information on how we handle your data can be found at www.erzbergsport.at/en/datenschutz.
- ii. I will not give my starting number to any other person and will wear it visibly on my body for the duration of the competition for safety reasons. I am aware that I will be disqualified if I modify the official starting number in any way, in particular if I make the advertising print invisible or unrecognisable. I acknowledge that the organiser reserves the right to exclude me from the event in the event of a proven violation of the above obligations. The organiser reserves the right to charge a penalty fee of €250 if the starting number is passed on to a third party. *Note:* It is possible to transfer your own registration to another person for a fee. However, this must be done in writing and in agreement with the organiser (info@erzbergsport.at). Without exception, a transfer is only valid if it has been confirmed in writing by the organiser (e.g. by sending a new registration confirmation to the new participant).
- iii. I am participating in the above-mentioned event voluntarily and at my own risk. The organiser accepts no liability whatsoever for any damage incurred by me in the course of my participation. Excluded from this exclusion of liability are intent and gross negligence on the part of the organiser, its employees and vicarious agents. Furthermore, the organiser accepts no liability for any damage caused to a participant as a result of the behaviour of another participant or spectator. By agreeing to this declaration, any right of legal action or recourse against the organiser, its vicarious agents and the site owner VA Erzberg GmbH as well as the media and name partner Krone-Verlag GmbH & Co Vermögensverwaltung KG is expressly waived for all accidents or damage suffered in connection with the implementation of the "Krone Erzberg Adventure Days" event, in particular in the context of the respective races, unless the accident or damage is demonstrably due to intent or gross negligence.
- iv. I am aware that, despite the safety precautions taken by the organiser, participation in the above-mentioned event is associated with an increased level of risk for the participant due to the difficult track conditions on the terrain (sub-alpine zone in an active mining area). Furthermore, I am aware that the risks involved are not comparable with those of other specific sporting events (e.g. road races).
- v. By confirming my registration, I declare that I am aware of this increased level of risk and that my physical abilities, including my physical condition, are sufficient to ensure safe participation in the sporting event. I am also aware that the event is taking place at the height of summer (July) and that high temperatures (> 30 degrees Celsius) are to be expected. I will, in any case, adapt my behaviour to the local conditions, the instructions of the organiser or its assistants, but above all to my own abilities and my state of health. This applies in particular to the obstacles in the course of the Erzberg Dirtrun, which may be omitted by the participant at any time to avoid accidents.
- vi. By registering, I declare that I have read the general recommendations that can be found on the organiser's website, that I agree with them and that I accept them as conditions of participation. This applies in particular to the respective competition-specific information regarding participation – to be found on the respective competition page at www.erzbergsport.at/en – as well as to the advertised site regulations – to be found at www.erzbergsport.at/en/gelaendeordnung.

Should parts of these general provisions or these declarations be void or cancelled, this shall not affect the remaining parts thereof.

- vii. Organisational instructions will be announced to the participants by email before the start of the event or directly on site via audio announcements. The instructions of the organiser and its assistants, officials and other persons entrusted with the race management must be followed under all circumstances. I will strictly adhere to all safety regulations, such as the obligation not to leave the marked race course under any circumstances and to enter the event site only with suitable clothing and footwear in accordance with the written recommendations of the organiser. In the event of infringements that disrupt the orderly course of the event or that could endanger the safety of the participant himself or the other participants, the organiser is entitled to exclude the person concerned from the event and/or disqualify him at any time. I undertake to also inform my accompanying persons about the safety regulations and general rules.
- viii. I agree that the data provided in my registration, the photos, video recordings and interviews taken with/of me in connection with my participation in radio, television, advertising, books, photomechanical reproductions as well as online (website, social media, ...) etc. may be used without any claims for remuneration on my part.
- ix. Sportograf GmbH Et Co. KG (website: www.sportograf.com) will be a media partner and the exclusive photo service provider at our event. If you participate in an event at which Sportograf (hereinafter: "we") has been commissioned by the organiser as an exclusive photo service provider, we may collect video or image material in which you can be personally identified, potentially with your participant number for the event (e.g. starting number). We use the data collected at the sporting events to fulfil our obligation as a photo service provider arising from the underlying contract with the organiser and in our own commercial interest for the purpose of marketing photos or videos of the event to interested participants via our website www.sportograf.com. Based on our many years of experience in the field of event photography, we can state that, on the one hand, the participants of sporting events are informed transparently that Sportograf is used as an exclusive photo service provider and, on the other hand, that every participant of such an event must expect that the organiser or its cooperation partner will market photos of such events as souvenirs. Your data will not be passed on to third parties. To take the corresponding photos, we only use photographers who we have bound under data protection law in accordance with the EU General Data Protection Regulation. The legal basis is our aforementioned legitimate interests pursuant to Art. 6 Para. 1 lit. F GDPR. You may file an objection to this processing. You can find more information on the handling of this personal data and your right to object in the privacy policy at <https://www.sportograf.com/privacy>.

C. Organisational matters

- i. The competition takes place in all weather conditions.
- ii. The organiser reserves the right to postpone or cancel the event immediately before the start or to terminate it during the course of the event due to unforeseeable events that could endanger the event and external influences such as severe storms/thunderstorms, force majeure, terror attacks, etc. Minor postponements, i.e. postponements that affect the original event date and are within +/- four (4) hours of the originally booked time, do not entitle the participant to a refund and/or credit of the entry fee paid. If the event has to be either cancelled (at short notice) or abandoned due to force majeure circumstances, the entry fees paid will not be refunded and/or credited.
- iii. If the event has to be cancelled or significantly postponed (at short notice) due to health-threatening circumstances, e.g. due to COVID-19 (coronavirus) or other comparable epidemics/pandemics, and the associated legal regulations and requirements or official event bans, among other things, the participant is entitled to a credit note for the entry fee paid including any additional services booked (rental chip; note: entry fee insurance that may have been booked through external partners cannot be refunded or cannot be taken into account as part of the credit note). Minor postponements, i.e. postponements that affect the original event date and are within +/- four (4) hours of the originally booked time, do not entitle the participant to a refund and/or credit of the entry fee paid. A significant postponement is deemed to have occurred if the booked event is postponed to another day or if the time difference to the originally booked time is greater than +/- four (4) hours. The statutory regulations apply (see Federal Act to Safeguard Art, Culture and Sport from Further Effects of the COVID-19 Pandemic, Art, Culture and Sport Safeguarding Act, KuKuSpoSiG, Federal Law Gazette I No. 40/2020). Purchased products (T-shirts) are taken into account together with the booked participation package as part of the credit note and can be redeemed in subsequent years. Postal dispatch is also possible on request. The shipping costs must be borne by the participant himself.
- iv. The organiser accepts no liability for the handing-in of clothing. Cloakroom bags that have not been collected will be kept for a maximum of three weeks after the event and can be collected during this period from the company TIQA, Fischergasse 12, A-8700 Leoben, upon presentation of the starting number or photo ID.

At the end of this period, the remaining cloakroom bags will be disposed of. Forwarding by post is possible on request, but must be at your own expense.

v. **Please bring the following documents with you when collecting your starting number:**

- **Official photo ID**
- **Confirmation of registration (printed or in digital format on mobile phone)**

Participants who have not yet reached the age of 18 at the time of the competition must also hand in a signed declaration of consent from a legal guardian at the starting number distribution point.

If a participant authorises another person to collect the starting number(s), this person must be able to present the documents of the registered participant(s).

- vi. In the event of the impediment of any kind or non-participation, cancellation of the registration is not possible and there is no entitlement to a refund or credit of the entry fee.
- vii. A rebooking to another participant who fulfils the required conditions or a rebooking to another competition is possible up to 14 days before the start of the event. There is a charge of EUR 10 for rebooking/changes. The rebooking is only effective upon receipt of the rebooking amount in the organiser's account. The rebooking, including the personal details of the new participant, must be notified to the organiser by email (info@erzbergsport.at).

Confirmation/acceptance of the T&Cs during online registration or subsequent registration on site is a prerequisite for participation in the competitions in the context of the "Krone Erzberg Adventure Days". If the participant refuses to acknowledge these provisions as conditions of participation, participation in the event is not possible. In this case, there is no entitlement to a refund of the entry fee, even retroactively.

In general, Erzberg is an active mining area that is closed for mining by the mining police and is mined 24 hours a day, seven days a week, 365 days a year. Access to Erzberg is only permitted on the days of the event and for the duration of the competitions (incl. award ceremony). The right to be on the mountain is restricted to the designated event area, which may not be left under any circumstances. Return transport from the mountain (summit area) takes place by shuttle buses provided by the organiser. Without exception, unauthorised return journeys on foot are not permitted. Unauthorised access to or driving on the site outside the event times is strictly prohibited by the mountain police. In the event of non-compliance, an action for disturbance of property will be filed without exception and charges will be brought!

The above safety information and conditions of participation have been read, fully understood and are acknowledged without reservation.

_____ on _____
Place/date

Signature