

GENERAL CONDITIONS 2018

MARATHON EINDHOVEN – INDIVIDUAL PARTICIPATION

Article 1 Definitions

1. In these General Terms and Conditions, the following terms have the following meanings:
 - a Organiser: Golazo Sports SX (KvK 61063835).
 - b Event: a race to be run on foot, forming a component of the event called Marathon Eindhoven organised by the Organiser in any year.
 - c Competitor: the natural person who is not acting as an entrepreneur and who has registered to compete in the Event by means permitted by the Organiser.
 - d Agreement: the agreement serving as the Competitor's entry in the Event.
2. Deze algemene voorwaarden zijn van toepassing op elke Overeenkomst.

Article 2 Entry

1. Entry in the Event is only permitted to natural persons who have at least reached the minimum age fixed by the Organiser.
2. The Competitor may only enter in the Event if he has filled in the registration form for that purpose fully and truthfully, if the entry fee has been fully paid and if the Competitor has agreed to the General Terms and Conditions.
3. The Competitor must register for the Event personally. Others are therefore not permitted to compete in the Event instead of the Competitor.
4. Transfer of an Agreement to a third party is possible at a charge of €5,00 handling fee (marathon) or a charge of €3,00 handling fee (all other distances).
5. has opted for a cancellation insurance, he or she can claim the paid registration fee and any paid extras up to 30 calendar days prior to the Event free of charge. Any payments made to a charitable cause, Energy Lab and the cancellation insurance (this being € 5.00) will not be refunded. In the event a Participant in the component '10 km', '5 km' or '1 Mile' is unable to participate in the Event, the registration fee paid will not be refunded. Also in the event the distance for which a Participant has registered is changed, the registration fee, or part thereof, will not be refunded. Changing to a longer distance is possible provided that the difference in price is paid.
6. Requests for cancellation submitted less than 30 calendar days prior to the Event will not be processed.
7. Upon registration, the Participant is obliged to pay the registration fee, including any extras ordered, the possible cancellation insurance and / or payments to charity, regardless of whether the Participant will actually participate.
8. If the Event is cancelled due to exceptional circumstances, the registration fee will not be refunded. Any donation made to a charitable cause, which the Organiser may have associated with the Event as well as any ordered extras, such as the engraving of medals and SMS service shall also be understood to fall under the term 'registration fee'. An exception to this is any T-Shirts that have been ordered. These will not be refunded, however, the Participant is entitled to receive them. Other expenses, costs, etc. will not be refunded or reimbursed under any circumstances.
9. Under exceptional circumstances, the Organiser may decide to prematurely end, postpone or neutralise the Event. Under the same exceptional circumstances, the Organiser may also decide to change the route or the distance to be run. In such cases, no refund of the registration fee will be made. The final four complete sentences of paragraph 8 are also applicable here.

10. A decision by the Organiser to cancel the Event will not result in any liability for reimbursement of the costs incurred by the Participant.

Article 3 Liability

1. Entry is at the Competitor's risk. The Organiser cannot be held liable for any damage of any kind that the Competitor might incur as a consequence of the Entry, unless that damage is an immediate consequence of wilful misconduct or gross negligence attributable to the Organiser. This exemption from liability also applies to serious kinds of damage, such as all possible kinds of damage arising from injury or death.
2. If, despite the provisions of the first paragraph of this Article, the Organiser's liability for damage incurred by the Competitor must be accepted, the Organiser's obligation to compensate that damage shall be limited to an amount not exceeding the sum paid out by the Organiser's insurance company in the instance of that damage.
3. The Competitor should be adequately insured against the risk he or a surviving relative might incur as a consequence of his death, injury or illness caused by his entry in the Event.
4. The Competitor declares that he is aware of the fact that, to compete, he must be in good health, both mentally and physically, and declares that he meets this requirement and that he has prepared for the Event sufficiently by training for it and in other ways. The Organiser emphatically and urgently advises the Competitor to undergo a physical examination by a doctor in connection with competing in the Event.
5. The Competitor indemnifies the Organiser from damage that third parties might incur as a consequence of actions or omissions attributable to the Competitor in connection with the Event. The Competitor should be adequately insured against the risk of liability for said damage.
6. Sponsors of the Event and the municipality/municipalities in which the Event is held are exempt from liability in the same way as the Organiser.

Article 4 Portrait right

The Competitor grants his advance consent to the Organiser for the publication of photographs and footage, etc. on which the Competitor is visible made during, or around the time of, the Event.

Article 5 Personal details

The personal details provided by the Competitor will be incorporated into a file by the Organiser. By entering into the Agreement, the Competitor grants the Organiser permission to use the personal details for sending information to the Competitor and for the disclosure of the personal details to third parties for the purpose of sending information to the Competitor. The Competitor is always permitted to object, free of charge and in writing or by e-mail, to the sending of information by the Organiser or the disclosure of personal details, after which the Organiser shall cease to send the information or disclose the personal details. By entering into the Agreement, the Competitor grants the Organiser consent to announce his name and the results of the race, for example by means of publication in newspapers and via the internet.

Article 6 Dispute settlement rules

Disputes between the Organiser and the Competitor shall only be resolved by arbitration to the exclusion of the Civil Court pursuant to the arbitration rules of the Atletiekunie (the Dutch Athletics Union) or, in the absence of those rules, the rules of the Netherlands Arbitration Institute. A dispute shall be deemed to arise if one of either party declares this to be the case.

Article 7 Racing rules

Entry by the Competitor in the Event is governed by Marathon Eindhoven racing rules, which form an integral part of these General Terms and Conditions.

Article 8 Validity provisions

If one or more articles of these conditions would be invalid or illegal, for whatever reason, this shall not affect the validity of the other conditions of these conditions.