

GENERAL TERMS AND CONDITIONS

HYROX 2020/2021 - Germany, Austria

1 GENERAL INFORMATION

- (1) The “Upsolut Sports GmbH” with a registered office in “Große Elbstraße 145f, 22767 Hamburg, Germany” (“upsolut“ or “we“) is the event organizer of HYROX - the World Series of Fitness and the World Championships. The competition consists of an international event series, with event venues in Germany, the Netherlands, the UK, Austria, the USA and Canada, and culminating in the HYROX World Championships as the highlight at the end of each season. Participants have the choice to start individually in the HYROX Mens/ HYROX Womens, HYROX Pro Men’s/ HYROX Pro Women’s Division, or as a pair in “HYROX Doubles” Division.
- (2) Participants can only register on the website de.hyrox.com (“registration page”). The registration platform is managed by our service provider TicketSocket (“Registration partner”) S2901 W. Coast Highway, Newport Beach, CA 92663/USA. mika:timing GmbH, Strudepark – Kürtener Str. 11b, 51465 Bergisch Gladbach, is the official timing partner of all our events . Furthermore, there are several external third parties (so-called vicarious agents) involved in the execution of the events. If they are relevant for the participant from a legal point of view, it is defined by the general terms and conditions (“GTAC”).

2 SCOPE

- (1) These GTAC cover the legal relationship between upsolut and you as a participant (“participant” or “you”) of the sport event HYROX 2020/ 2021 (“event”).
- (2) They are, in their then-current form, part of the contract between the organizer and the participant. We reserve the right to change or replace the GTAC at any time. Changes that are announced by the organizer on the internet or in writing, become contractually binding.

3 PARTICIPATION REQUIREMENTS, EXCLUSION AND DISQUALIFICATION

- (1) You are authorized to start if
 - (i) you were born in 2002 or before
 - (ii) if you are healthy and in good physical shape
 - (iii) if you have completed registration
 - (iv) when you are accredited according to number 7 or possess an official starting number containing your valid information. It is mandatory for each participant to evaluate his or her health state before competing in HYROX. To register for HYROX you need to provide true, up to date and complete information on the registration form. You also need to accept the GTAC, the house rules of the event venue and the payment of the entry fee plus additional charges; a club membership is not required.

- (2) If you are under 18 at the time of registration, a consent form signed by a parent or legal guardian is required, within 2 weeks of registration, and no more than 2 days before the event, via email to customer service team (DACH@hyrox.com).

The organizer reserves the right to disqualify or exclude a participant if he/ she provided false information on the registration. Beyond this, the organizer is entitled, at any time, to disqualify or exclude a participant if he/ she does not follow the rules contained in the rulebook, onsite instruction and athletes guide for the competition. In the case of offenses that can disrupt the proper process of the event or endanger the safety of other participants, the organizer is authorized to disqualify the participant in question from the active event as well as future HYROX events. Legally binding declarations can only be made to the participants by authorized event personnel or by the assistance of medical care services in a medical emergency.

4 REGISTRATION AND CONCLUSION OF CONTRACT

- (1) The presentation of participation options on our website is not a binding offer on our part. You can find the main characteristics of all participation options in the description of the corresponding division. All offers are subject to change and are non-binding.
- (2) You can choose your preferred participation option by clicking the corresponding buttons. Once you have made a selection, your registration process will continue accordingly. You are required to submit accurate and valid information. Please be aware that consent is required (as previously detailed) signed by a parent or legal guardian if you are under the age of 18. Required information is indicated.
- (3) Registration is not complete until clicking the "Place Order"-button. Your order is then processed and confirmed.
- (4) After your purchase, you will receive a confirmation on the registration platform and via email. The registration platform lists your order. This confirmation is generated automatically and does not represent a binding acceptance. Please check your personal information for accuracy, you are responsible to change incorrect data by creating an account on de.hyrox.com and proceeding on the specific order. You are asked to carry changes on your order until 3 weeks prior to the event.
- (5) The participation contract is effective upon the applicant's receipt of the official participation confirmation shown as the order confirmation on the website and via email. If the participant requires parental/guardian consent, the contract is provisionally invalid until it is received.
- (6) Only one registration will be eligible per person. There will be no refunds for duplicate registrations.

5 PRICES, SERVICE FEE AND TERMS OF PAYMENT

- (1) All prices on our registration platform include VAT.
- (2) Service fees are not included in the listed price and will be charged at the time of payment processing.

- (3) The entry fee and service fee are due for payment with the conclusion of the contract. Debit and credit cards, Klarna, SOFORT, giropay, Amex Express, Google Pay , Apple Pay and Visa Checkout are acceptable forms of payment which is processed by our registration partner.
- (4) In case of inability to process payment due to insufficient funds or a transfer cancellation by the participant (even at a later date), the organizer is authorized to withdraw from the contract and charge cancellation fees. The participant is held responsible for costs related to direct debit retransfer, a 10,00€ service charge, and the credit banking institute's corresponding charges.

6 CONTRACT MODIFICATION – CHANGES AND RE-REGISTRATION

- (1) Each participant is permitted to modify registration until 3 weeks before the event, including the event venue, the type of competition, or the division.

The extra handling fees associated with modifications:

Single Registration:

Change of participant: 20,00€

Change of event venue: 10,00€

Change of division: 10,00€

Change of division and participant: 20,00€

Change from Single to Double: 10,00€

plus the difference in amount between the Single and Double entry fee.

Double Registration:

Change of participant: 20,00€

Change of event venue: 10,00€

Change from Double to Single (if one participant cancels without a replacement):
There is no fee, but the difference between the Double and Single entry fee will not be reimbursed. If necessary participant data needs to be added.

Change from Double to Single (if both participants want to compete individually):
For the team leader, there is no fee, but the difference between the Double and Single entry fee will not be reimbursed. The second starter's data cannot be transferred and will need to re-register.

- (2) When you qualify for the HYROX World Championships, you cannot change the division due to your qualification. A transfer is not available as an option either, the qualification slot is personalized and connected to your qualification event as well as the division you qualified in.

7 ACCREDITATION

- (1) A participant will only receive his/her starter kit if he/ she is able to present the official participation confirmation either on a smartphone or printed out, with a valid photo identification (ID/ passport) and the confirmation email. In case the participant is unable to attend the accreditation in person, he/ she has to arrange for and authorize another person to pick up the race kit for him/ her. Kits will not be retained for later distribution. The authorized person is required to show the official participation confirmation, a signed power of attorney, a copy of the participant's and his/ her own ID.
- (2) In case that the competitor has lost his/ her official participation confirmation or is simply unable to present it when needed, he/ she is able to obtain a replacement copy upon presentation of valid photo identification (ID/ passport).
- (3) Each participant is obliged to check the race kit for completeness as well as correctness of the items immediately. Reclamations and claims at a later point shall not be considered.

8 ALTERED RESCHEDULED, RELOCATED OR CANCELLED EVENT

- (1) The organizer is entitled to reschedule, relocate or cancel the Event in case of
 - (i) Force Majeure, which shall mean and include any event beyond the reasonable control of the parties including but not limited to acts of god, war, labor strike, extreme weather, natural disaster, epidemics/ pandemics or any effect that cannot be reasonably anticipated or controlled,
 - (ii) an official directive of any governmental authority or
 - (iii) poor attendance.In case of a rescheduling or relocation of the Event your purchased participation will apply to the rescheduled and/ or relocated Event (the "Alternative Event"). Should you not be able to participate in the Alternative Event or should the Event be cancelled, the organizer upsolut will reimburse the entry fee paid, the service fees will not be refunded. Any further liability and/ or compensation by upsolut relating your costs incurred in relation to the rescheduled, relocated or cancelled Event (e.g. travelling/ accommodation expenses) is explicitly excluded.
- (2) If the participant does not attend the event (including illness), any claims against the organizer are null and void.

9 EXCLUSION OF LIABILITY, LIMIT OF LIABILITY

- (1) Participation is at the participant's own risk. The organizer is not held liable in any way for health risks of any participants' engaging in a HYROX event. It is the participant's duty to have his/ her level of health and fitness evaluated by a medical professional prior to the event. By registering, the participant bindingly declares that there are no health-related concerns with respect to his/ her participation in the event.
- (2) The organizer's liability, including that of a third party, is limited to intent and gross negligence. The same applies to companies and helpers employed by the organizer. Any liability of the organizer for damages other than injury to life, body

or health is excluded, unless they result from a gross negligence of duty by the organizer, or one of its legal representatives.

- (3) The above cases of exclusion and limitation of liability do not apply to damage in the form of loss of life, loss of limbs or loss of health. In this case the legal provisions shall apply.
- (4) The organizer is in no way liable in case of lost personal goods or valuables. For the safekeeping of clothing bags the organizer is liable only in cases of intent and gross negligence.
- (5) As far as the liability of the organizer is excluded or restricted, this will also become valid for the personal liability of his employees, clerks, staff members, representatives and workers

10 DATA COLLECTION AND PROCESSING

- (1) The personal data provided by the participant during registration is stored and processed to execute the event, including medical assistance to the participants on the course and in the finish area.

Our registration partner TicketSocket and timing partner mika:timing GmbH, an external third party, requires the personal data of the participants and stores them for contractual purposes.

Storing data applies particularly to the data necessary for payment processing and the execution of the competition (based on GDPR clause §6 paragraph 1 lit. b) and c). All event-related communication is solely effected via email. By registering, you agree to the collection, storage and handling of your personal data for this purpose.

- (2) Your personal data is used and transmitted solely for purposes related to the event; upsolut will not knowingly collect personal data from participants by persons under the age of 16 years, and will only keep the data for the time necessary to fulfil the purpose of collection or further processing. This may exceed the period of time of the event, for example for legal and tax related inquiries.
- (3) The participant declares his/ her compliance with the collection of data mentioned in the registration by our timing partner for event timing, ranking and result related purposes.
- (4) The participant agrees that personal data, his/ her name, his/ her starting number and his/ her ranking may be published in event related print media and electronic media of the organizer and timing partner.
- (5) If you register for our newsletter during the registration process, you will be informed regularly about new products, specials and price-reductions. You can also unsubscribe the "Newsletter" at any time, and no further costs accrue other than the registration fee, if applicable. There is an unsubscribe function to cancel the newsletter at any time.
- (6) You have the right to receive information free of charge about stored data, as well as correction, blocking or deletion of this data. Please contact us at DACH@hyrox.com with any further questions you may have on the collection, processing, or use of your personal data, as well as to request further information,

deletion and corrections regarding your personal data, including requests to retract given consent.

11 PHOTO AND FILM RECORDINGS/ IMAGE RIGHTS

- (1) Please note that we will illustratively report about the event in general, and the competition, particularly including the official pre and post phases of the competition including but not limited to the Athlete's Area, Technical Briefing, Start, Warm Up Zone, Roxzone, Entertainment Area, Award Ceremony, etc., by taking and storing photos, audio and video footage for reporting and marketing purposes. We will consider your personal right on your own image. Event related individual images of athletes, for example during the victory ceremony, are in this context considered as a classic event image which can be used according to the following regulations.
- (2) Upsolut is authorized, to take photos and to produce/ create names, images and participant voices of the event (in summary, "media content") and to use this content indefinitely within time and space for information, documentation and communication purposes, including but not limited to print, TV, radio, internet, events), as well as to permit such use for HYROX partners and sponsors.
- (3) The organizer has the right to store, use, broadcast, show and reproduce all media content and/or publish this content indefinitely within time and space in radio, tv, cinema during the event, on data media or on the internet. This also includes the right to modify, edit, disrupt or delete the media content and to use it freely. Beyond this, the organizer is entitled to assign such rights to third parties.
- (4) The participant does not have a right to approve the produced media content, to be mentioned as a participant or to get a financial advantage by being mentioned or shown/ replayed on picture and sound material.

12 COMPETITION RULES

For the competition, the authority of the HYROX Rule Book (available at www.hyrox.com) is valid. Upon registration, the participant accepts the general terms and conditions.

ORGANIZER:

upsolut Sports GmbH
 Große Elbstraße 145f
 22767 Hamburg

MANAGING PARTNERS:

Christian Toetzke
 Moritz Fürste

HRB 144750

UST. ID DE311191102

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