



GENERAL TERMS AND CONDITIONS VIRTUAL CHAMPIONSHIPS OF FITNESS

GENERAL INFORMATION

Upsolut Sports GmbH with a registered office in Große Elbstraße 145f, 22767 Hamburg (“upsolut“ or “we“) is the event organizer of HYROX Virtual Championship of Fitness (“VCF”). The VCF is a one day competition comprising three workouts (each a “Workout” together the “Workouts”). The Workouts are subject to verification by online judges and can be done from anywhere in the world while athletes are required to record and upload their performance so their score can be verified.

Participants can only register online <https://de.hyrox.com/event/virtual-championships-of-fitness>. The registration platform is managed by our service provider Ticketsocket Throwdowns, LLC (“Registration Partner”) with registered address S2901 W. Coast Highway, Newport Beach, CA 92663/USA

SCOPE

These general terms and conditions (“T&Cs”) cover the legal relationship between Upsolut and you as a participant (“participant” or “you”) of the VCF. They are, in their then-current form, part of the contract between upsolut and the participant. We reserve the right to change or replace the T&Cs at any time. Changes become contractually binding once announced online or send to you via e-mail.

PARTICIPATION REQUIREMENTS, EXCLUSION AND DISQUALIFICATION

You are authorized to compete if (i) you were born in 2002 or before, (ii) you are healthy and in good physical shape and condition, (iii) you fulfill the requirements set out in the Rulebook-VCF relating to equipment and/or technical hard-/software, and (iv) your registration has been confirmed.

We reserve the right to disqualify or exclude you if (i) you have provided false information during registration, (ii) we have reason to believe you are under the influence of alcohol or any drug while competing, or (iii) if you do not comply with requirements, rules and deadlines set out in the VCF-Rulebook.

REGISTRATION AND CONCLUSION OF CONTRACT

The presentation of participation options on our registration platform is not a binding offer. It shows the main characteristics of your options in the description of the corresponding division. All offers are subject to change and strictly non-binding.

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 eighteen. Once you click the "Register"-button your order will then be processed and confirmed.

After your purchase, you will receive a confirmation on the registration platform and via email listing your order. This confirmation is generated automatically and does not represent a binding acceptance. Please check your personal information for accuracy as you are responsible to change incorrect data by creating an account on <https://de.hyrox.com/event/virtual-championships-of-fitness> and proceeding on the specific order. There will be no refunds once your order is officially confirmed.

The participation contract is effectively closed upon your receipt of the official participation confirmation via email. If the participant requires parental/guardian consent, the contract is provisionally ineffective (i.e. effectiveness is pending) until such consent is received.

Only one registration is eligible per person. There will be no refunds for duplicate registrations.

You can sign up for both competitions Bodyweight and Equipment.

PRICES, SERVICE FEE AND TERMS OF PAYMENT

Service fees are not included in the listed price. They are set out separately during the summary of the payment process and will be charged at the time of payment processing.

The entry fee and service fee are due for payment with the conclusion of the contract. Credit and debit cards are acceptable forms of payment which are processed by our Registration Partner.

In case of inability to process payment due to insufficient funds or a transfer cancellation (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 Euro 10.00/ \$ 11.35 service charge, and the credit banking institute's corresponding charges.

THE WORKOUTS, RELEASE, TIMINGS AND DEADLINES

Each Workout per Division (including a list of equipment within the VCF Equipment Division) will be released by e-mail to the Participant's e-mail address confirmed within the registration process on the release day and time as specified in the VCF-Rulebook. All timings

set out in the VCF-Rulebook corresponds to the double 12hrs timing system applicable in the U.S.A. relating to the 12hrs before noon defined as AM (*ante meridiem*) and those after noon defined as PM (*post meridiem*).

If you do not receive your workout via e-mail it is your responsibility to notify us via e-mail to vcf@hyrox.com. For the meantime, please visit any of our social media platforms or website.

You are free to perform each Workout at any time and place on February 20, 2021. Your score and video in relation to each Workout must be received by upsolut no later than at the corresponding deadline set out in the VCF-Rulebook and must comply with the video submission protocol specifications set out in Clause 9 of the VCF-Rulebook. Please note that any score and/or video received after the deadline or not meeting the video submission protocol requirements will not be subject to verification and will be considered non-performed.

EXCLUSION OF LIABILITY, LIMIT OF LIABILITY

Your participation within the VCF is solely at your own risk! The organizer can neither be held accountable nor liable for participant's inherent health risks or defects while competing in the HYROX VCF. It is the participant's duty to have his/her level of health and fitness evaluated by a medical professional prior to registration for the HYROX VCF. By registering, the participant bindingly declares that there are no health-related concerns with respect to his/her participation in the VCF.

DATA COLLECTION AND PROCESSING

The personal data and video material provided by the participant during registration and performance of the Workouts is stored and processed by our Registration Partner and us to execute the VCF and to take care of the judgment and to check the correctness of the movements. The videos will be published on the leaderboard page and are public to everyone on this page. In the VCF Rulebook we recommend certain apps to use for video upload.

Storing data applies particularly to the data necessary for payment processing and the execution of the competition. All competition-related communication is solely done via e-mail. By registering as well as uploading your video content, you agree to the collection, storage and handling of your personal data and video content for this purpose.

All information relating to participants collected by or on behalf of the organizer from which each participant can be identified will be recorded electronically and will be used at all times in accordance with the Data Protection Act 1998 and, from 25 May 2018, the General Data Protection Regulation (2016/679/EU) and all applicable laws and regulations relating to the processing of personal data and expiry.

Your personal data is used and transmitted solely for purposes related to the VCF and HYROX. 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 VCF, for example for legal and tax related inquiries.

The participant declares his/ her acceptance with the collection of data mentioned in the registration by our timing partner for event timing, ranking and result related purposes.

The participant agrees that personal data, his/her name, video content, and ranking may be published on our HYROX social media platforms as well as website.

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 vcf@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.

PHOTO AND VIDEO RECORDINGS/ IMAGE RIGHTS

Please note that we will illustratively report about the VCF in general. We will respect your right relating to your own image. Uploaded VCF showing individual images of athletes performing the Workouts are considered event imagery which can be used according to the following regulations.

Upsolut is authorized, to use the video content material to produce/create names, images and participant voices of the VCF (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.

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.

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.

COMPETITION RULES

For the competition, the authority of the VCF-Rulebook is valid. Upon registration, the participant accepts the general terms and conditions.

ORGANIZER:

Upsolut Sports GmbH, Große Elbstraße 145f, 22767 Hamburg

Legal representatives: Christian Toetzke, Moritz Fürste

Hamburg, January 01, 2021