

## GENERAL TERMS AND CONDITIONS

HYROX NETHERLANDS – BELGIUM 2021/2022

### 1 GENERAL INFORMATION

- (1) “SPORTSFITALITY BV” with a registered office in “Kerkstraat 45, 1091JD, Ouderkerk aan de Amstel, Netherlands” (“SPORTSFITALITY” or “we”) is the official event organizer of HYROX in the Netherlands and Belgium. HYROX is the Fitness Competition for EVERY BODY. The competition consists of an international event series, with event venues in the UK, the Netherlands, Germany, Austria and the USA, 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 Men’s/HYROX Women’s, HYROX Men’s Pro/HYROX Women’s Pro Division, or as a pair in “HYROX Doubles” Division or as a team in the mixed relay.
- (2) The HYROX events will be digitally recorded, covered and produced in form of live footage as well as stills by our media partners. One of them is Sportograph Digital Solutions GmbH (“Sportograph”) with registered seat of business in Aachen/Germany at Süderfeldstrasse 170. Sportograph provides the participants with the opportunity to buy online individual competition shots after the event. In case of interest, each participant may pre-book his/her individual photo package while registering for the event. In this case the participant will enter into a direct agreement with Sportograph; we only serve as an intermediate facilitating said agreement. There will be no exchange of personal data between SPORTSFITALITY and Sportograph.
- (3) The events are subject to applicable national laws, general decree and ordinances including any COVID-19 and/or other regulations and or regulations regarding the fight against infectious diseases. In accordance therewith we have provided for specific hygiene and safety measures that are set out in our Athlete’s Guide. Please pay attention!

### 2 SCOPE

- (1) The general terms and conditions (“T&Cs”) cover the legal relationship between SPORTSFITALITY and you as a participant (“participant” or “you”) of the HYROX sport events taking place in the Netherlands or Belgium during the season 2021/2022 (“Event”).
- (2) The T&Cs are an integral part of the contract between us. We reserve the right to change or replace the T&Cs should applicable national laws or legislation change. You will be informed in writing of any amendments and asked for your approval within a certain period (deadline). Please note that any amendments will be deemed accepted should you not explicitly object during such period.

### 3 PARTICIPATION REQUIREMENTS, EXCLUSION AND DISQUALIFICATION

- (1) You are eligible to participate in the Event, if
  - (i) you were born in 2005 or before, and
  - (ii) if you are healthy and in good physical condition, and
  - (iii) you have a valid official Corona ticket (“Coronatoegangsbewijs”) as required by law  
<https://www.rijksoverheid.nl/onderwerpen/coronavirus-covid-19/cultuur-uitgaan-en-sport/coronatoegangsbewijs>.
  - (iv) if you have duly registered pursuant to Clause 4 and checked-in for the Event in accordance with Clause 8.
- (2) If you are under 18 at the time of registration, we require an approval in writing signed by a parent or legal guardian and to be received via email at [nederland@hyrox.com](mailto:nederland@hyrox.com) within 2 weeks after registration or ultimately 2 days before the Event whichever is earlier. Please note that SPORTSFITALITY may withdraw from the agreement pursuant to Clause 7 if such approval is not received in due time.
- (3) As organizer and host of the Event we reserve the right to disqualify or exclude a participant without any liability in respect of the reimbursement of monies and/or payment of damages, if he/she
  - (i) has given false personal information during registration, or
  - (ii) does not follow the rules contained in the HYROX Rulebook, onsite instruction and/or the Athlete’s Guide for the Event which may disrupt proper process of the Event or endanger the safety of other participants, or
  - (iii) has probably (probable cause) used or attempted to use a prohibited substance or method (doping) prior or during the Event.

Statements of disqualification can only be made to the participants by SPORTSFITALITY, authorized Event personnel and/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 but only an invitation to interested others to make the offer to participate. You can find the main characteristics of all participation options in the description of the corresponding division. All offers are subject to change and non-binding.
- (2) You may 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 in Clause 3) 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. Please note that beforehand you are required to accept the applicability of the T&Cs and to confirm reception thereof as well as our privacy terms pursuant to which your

personal data will be stored and processed. Thereafter, you can finalize your order ("Place Order"-button) which will then be processed.

- (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 [hyrox.com/nl](https://hyrox.com/nl) 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 your receipt of the official participation confirmation shown as the order confirmation on the website and via email.
- (6) Only one registration is allowed 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 (BTW).
- (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 are acceptable forms of payment for Dutch citizens.
- (4) In case payment cannot be processed due to insufficient funds or cancellation of a wire transfer by the participant (even at a later date), we may withdraw from the agreement upon prior notice and charge cancellation fees. In this case you will be held responsible for costs related to direct debit retransfer, a EUR 10.00 service charge, and the credit banking institute's corresponding charges.

## **6 CONTRACT MODIFICATION – CHANGES AND RE-REGISTRATION**

- (1) The participant may modify registration until 3 weeks before the Event in respect of the Event's venue, the type of competition (Single/Doubles), or the division in its account on [de.hyrox.com](https://de.hyrox.com) against payment of EUR 15.00 ("administration fee") plus other costs (if any) as indicated:

Single registration: change of participant; change of event venue; change of division; change of division and participant (double administration fee: EUR 15.00); change from Single to Double (plus difference between the Single and Double entry fee)

Double registration: change of participant; change of event venue; change from Double to Single (if one participant cancels without a replacement: no administration fee, but the difference between the Double and Single entry fee will not be reimbursed. It may be that 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 administration fee, but the difference between the Double and Single entry fee will not be reimbursed. As personal data cannot be transferred

the other participant needs to re-register.

- (2) When you qualify for the HYROX World Championships, you can neither change the division nor transfer your entry slot to another person. The qualification slot is personalized and connected to your qualification event as well as the division you qualified in

## **7 WITHDRAWAL**

SPORTSFITALITY may withdraw from the agreement by giving notice in writing if the required approval pursuant to Clause 3 (2) is not received in due time. SPORTSFITALITY will reimburse the entry fee (listed price) only and will not be liable for any further costs and expenses accrued in connection therewith (e.g. service fee, cancellation fee for accommodation and/or travel arrangements).

## **8 CHECK-IN/ACCESS TO VENUE**

- (1) On the Event Day you are required to check-in in person (no representation possible) in order to receive your race kit and access to the Event's venue. You will be checked-in for the Event subject to presentation of the following:
  - (i) the official confirmation of your participation either on a smartphone or printed out, and
  - (ii) a valid photo identification (ID/ passport), and
  - (iii) an official Corona ticket ("Coronatoegangsbewijs") as required by law.
- (2) Depending on your physical appearance SPORTSFITALITY may request further information regarding your state of health and fitness. In case of apparent COVID-19 typical symptoms such as e.g. shortage of breath, cough, fever, or other indications of a persisting coronavirus infection, SPORTSFITALITY may refuse check-in and deny access without any further liability and reimbursement of entry fees.
- (3) You are obliged to check your race kit for completeness immediately upon receipt. Please note that the timing chip transponder that is part of your race kit must be returned to SPORTSFITALITY after finishing; please simply hand it to our staff located within the Finish Zone. In case of loss SPORTSFITALITY's damage will be EUR 45.00 for which you will be held accountable for.

## **9 RESCHEDULED, RELOCATED OR CANCELLED EVENT**

- (1) SPORTSFITALITY 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, transportation restrictions and/or any effect that cannot be reasonably anticipated or controlled, however including the further development of the persisting Coronavirus pandemic,
  - (ii) an official directive of any governmental authority or

- (iii) poor attendance (determination thereof at the sole discretion of SPORTSFITALITY).
- (2) 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”).
- (3) In case the Event is cancelled or participation at the Alternative Event is unacceptable for you due to personal reasons (determination thereof at the sole discretion of SPORTSFITALITY) you are entitled to a voucher for any other HYROX event staged within the territory of the Netherlands and Belgium during twelve (12) months following cancellation, rescheduling or relocation of your confirmed Event.
- (4) Should a voucher constitute undue hardship for you depending in your particular case (determination thereof at the sole discretion of SPORTSFITALITY) we will reimburse the entry fee paid. Please note, that we can and will not refund the service fee as these monies have already been expensed at the time of purchase.
- (5) Any further liability and/or compensation by SPORTSFITALITY in respect of costs incurred in relation to the rescheduled, relocated or cancelled Event (e.g. travelling/ accommodation expenses) is explicitly excluded.

**10 RISK OF PARTICIPATION/INFECTION, EXCLUSION OF LIABILITY, LIMIT OF LIABILITY**

- (1) Participation is at the participant's own risk! It is up to you to have your physical condition and your health and fitness status evaluated by a medical professional prior to the Event. By registering and checking-in for the Event you declare that you are aware of the specific risks of the Event and that there are no health-related concerns with respect to your participation
- (2) Please be informed, that SPORTSFITALITY can only limit yet not exclude the risk of getting infected with the Coronavirus notwithstanding all COVID-19 certification requirements and health and safety measures in place at the Event. By registering and checking-in for the Event you acknowledge and accept such COVID-19 related risk!
- (3) SPORTSFITALITY's liability is limited to intent, willful recklessness and/or gross negligence. The same applies to companies and/or any and all staff employed or subcontracted by SPORTSFITALITY and/or its subcontractors. This does not apply to damages in the form of loss of life, loss of limbs and/or loss of health in which case the statutory provisions apply.
- (4) Please note that we are not liable for of lost personal goods or valuables that had not been entrusted to us for safekeeping. For all goods within our custody, we are liable for any loss or damages caused by intent, willful recklessness and/or grossly negligent behavior, attributable to us.
- (5) SPORTSFITALITY is in no way liable in case of lost personal goods or valuables. For the safekeeping of clothing bags SPORTSFITALITY is liable only in cases of intent and gross negligence.
- (6) As far as SPORTSFITALITY's liability is excluded or restricted, the same applies to the personal liability of our employees, clerks, staff members, representatives, contractors, subcontractors and/or workers.

## 11 PHOTO AND FILM RECORDINGS/ IMAGE RIGHTS

- (1) The Event will be digitally recorded, covered and produced in form of live footage, video as well as stills. Photo and film recording (audio-visual video footage, photos) will be made during the Event's competition as such as well as 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, for documentation, reporting and marketing purposes. We will respect your right of your own picture and publicity. However, Event related individual images of athletes, for example during the award ceremony, are not considered private but classic event imagery which can be used by SPORTSFITALITY according to the following provisions.
- (2) SPORTSFITALITY is entitled to take photos and to record names, images and voices of the participants of the Event and to use, cut, and segment this media content without any limitation for information, documentation and communication purposes relating to HYROX.
- (3) SPORTSFITALITY is entitled to store, use, broadcast, show and/or reproduce all media content produced and/or publish this content without limitation to time, territory and media channels/platforms. This also includes the right to modify, edit, cut, segment or (partly) delete the media content and to sublicense it to HYROX partners and sponsors.
- (4) The participant is neither entitled to approve the produced media content nor to be explicitly mentioned as a participant nor to get remunerated by being mentioned or shown/ replayed on audio-visual or audio material.

## 12 COMPETITION RULES

For the competition, the authority of the HYROX Rule Book (available at [www.hyrox.com](http://www.hyrox.com)) is applicable. Upon registration, the participant accepts the applicability of the T&C's and the HYROX Rule Book.

SPORTSFITALITY BV  
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Ouderkerk aan de Amstel, 29 September 2021