

GENERAL TERMS AND CONDITIONS

HYROX 2021/2022 - UK

1 GENERAL INFORMATION

- (1) Upsolut Sports GmbH with registered seat of business in Hamburg/Germany at Grosse Elbstrasse 145f (“upsolut“ or “we“) is the event organizer and host of HYROX - the World Series of Fitness and the World Championships. The competition consists of an international event series, with event venues in the UK, Netherlands, Germany, 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) The HYROX events will be digitally recorded, covered and produced (e.g. 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 upsolut and Sportograph.
- (3) The events are subject to applicable national laws, general decree and ordinances including any COVID-19 regulations. 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) These general terms and conditions (“T&Cs“) cover the legal relationship between upsolut and yourself as a participant (“participant“ or “you“) of the HYROX event(s) that will take in the territory of the United Kingdom during the season 2021/2022 (“Event“).
- (2) They are 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 of time (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) you are healthy and in good physical condition, and
 - (iii) your COVID-19 status at the time of the Event is either
 - (a) full COVID-19 vaccination with both doses received at least 14 days before the Event, or
 - (b) natural immunity based upon a positive PCR test taken within 180 days of the Event (including 10 days self-isolation following the result), or

- (c) negative NHS COVID-19 Lateral Low Test taken within 24 hours before the Event, and
 - (iv) 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 uk@hyrox.com within 2 weeks after registration or 2 days before the Event whichever is earlier. Please note that upsolut may withdraw from the agreement pursuant to Clause 7 if such approval is not received in due time.
- (3) As host of the Event we reserve the right to disqualify or exclude a participant without any liability in respect of the reimbursement of monies 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 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 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 by upsolut but 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 proposals are subject to change and non-binding only.
- (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 personal information. Please be aware that consent is required (as previously detailed in Clause 3) signed by parent or legal guardian if you are under the age of 18. Any 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 T&Cs 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) The participation contract is effective upon your receipt of the official participation confirmation shown as the order confirmation on the website and via email.
- (5) Only one registration 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.

- (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 upon conclusion of the agreement. Debit and credit cards, Google Pay, Apple Pay and Visa Checkout are acceptable forms of payment.
- (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 £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 Event's venue, the type of competition (Single/Doubles), or the division in its account on uk.hyrox.com/my-account against payment of £ 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: £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 need 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**

Upsolut 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. Upsolut 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 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) your COVID-19 status certification.
- (2) Dependant on your physical appearance upsolut 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, upsolut 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 upsolut after finishing; please simply hand it to our staff located within the Finish Zone. In case of loss upsolut's damage will be £ 45.00 for which you will be held accountable for.

9 **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, however including the further development of the persisting Coronavirus pandemic,
 - (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, upsolut will reimburse the entry fee paid, the service fees will not be refunded. Any further liability and/or compensation by upsolut 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/LIMITATION 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 upsolut 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) Upsolut's liability is limited to intent and gross negligence. The same applies to companies and staff employed or subcontracted by upsolut. Any liability of Upsolut 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. This does not apply to damages in form of loss of life, loss of limbs or loss of health in which case the legal 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 intentional or grossly negligent behaviour attributable to us.
- (5) As far as upsolut's liability is excluded or restricted, the same applies to the personal liability of our employees, clerks, staff members, representatives, and workers.

11 PHOTO AND FILM RECORDINGS/ IMAGE RIGHTS

- (1) The Event will be digitally recorded, covered and produced (in form of live footage 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 the Event's host according to the following provisions.
- (2) Upsolut 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) Upsolut is entitled to store, use, broadcast, show and 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) is valid. Upon registration, the participant accepts the general terms and conditions.

ORGANIZER/HOST:

upsolut Sports GmbH, Große Elbstraße 145f, 22767 Hamburg/GERMANY

MANAGING PARTNERS:

Christian Toetzke, Moritz Fürste

COMPANY REGISTRATION:

District court of Hamburg
HRB 144750

VAT REGISTRATION NUMBER:
DE311191102

Hamburg, September 2021