

# AGTB

## GENERAL BUSINESS AND PARTICIPATION CONDITIONS

HYROX Season (2022/2023) – UK

### 1. GENERAL INFORMATION

(1) upsolut SPORTS GmbH with registered office at Bahrenfelder Straße 322 in 22765 Hamburg (“upsolut” or “we”) organizes the event “HYROX – the World Series of Fitness Racing” (HYROX) in the group of companies with its US subsidiary. The sports competition is designed as a series in the form of several events and the organization of our world championship as the season highlight and conclusion. Venues are various cities around the world. The competition will be held as an individual competition (single) in the divisions HYROX PRO MEN/ HYROX PRO WOMEN and HYROX MEN/ HYROX WOMEN and as a partner competition (DOUBLES) in the divisions HYROX DOUBLES MEN/ WOMEN/MIXED and as a relay competition (RELAY) in the divisions HYROX MEN/WOMEN/MIXED SEASON held.

(2) Sportograf Digital Solutions GmbH, Süsterfeldstr. 170, 52072 Aachen (“Sportograf”) will digitally photograph the HYROX event for upsolut. In addition, Sportograf offers the participants the opportunity to purchase their own competition pictures individually. If you are interested, a corresponding photo package can be purchased directly from the participant as part of the HYROX event booking. In this case, a direct contract will be concluded between the participant and Sportograf. Upsolut itself does not become a party to the contract, but acts exclusively as a representative of Sportograf. There is no exchange of data between the two parties.

(3) Depending on the dynamic and locally different infection process with the coronavirus SARS-CoV-2 at the time of the respective event, holding a HYROX event as a major event within closed rooms may be subject to national regulations on infection protection (e.g. Infection Protection Act along with Covid-19 protective measures exceptions ordinance in the United Kingdom) as well as the state ordinances and general decrees issued on this basis by the responsible authorities (collectively “Covid-19 protection regulations”) and the organization of the event and participation may be subject to the fulfillment of special requirements/conditions (e.g. hygiene concept, proof and verification of vaccinated, recovered or tested status, mask requirement, digital contact recording). In this context, please note that the infection

process can change significantly between the day of registration and the day of the event due to its dynamics. Therefore, please make your decision to register for a HYROX event also against the background of your SARS-CoV-2 status at the time of the announced participation. Withdrawal due to insufficient SARS-CoV-2 status at the time of the event is excluded!

## **2 SCOPE**

(1) These GTC regulate the legal relationship between upsolut and you as a participant (“participant” or “you”) in the sports event HYROX Season 2022/2023 (“UK”) taking place within London, Birmingham and Manchester (“UK”) Event”).

(2) In the version valid at the time of registration, they are part of the contract between us as the organizer and you as the participant. In the event of a change in the legal situation or case law, we are entitled to revoke these AGTB with a period of 5 days, or for important reasons, e.g. in the case of official requirements or a relevant increase in the incidence of infection in connection with the corona pandemic, also 5 days in advance to change. Your approval is usually required for this. Changes are deemed to have been approved if the participant, aware of this fictional approval, has not expressly objected to the changes within the respective period after receipt.

## **3 ELIGIBILITY, CHANGES, EXCLUSION AND DISQUALIFICATION**

(1) As an athlete, anyone who: is eligible to start

- (i) was born in 2006 or earlier and
- (ii) is in good health and physical condition; and
- (iii) is willing to disclose his:her state of health at the time of the Event if necessary, to be substantiated by evidence in the appropriate legally prescribed form, and
- (iv) duly registered for the Event and
- (v) is accredited in accordance with Clause 7 and in possession of an official start number.

You are responsible for assessing the health requirements for participation, if necessary after consulting a doctor. Please note that your state of health may change in the time between registering for the event and participation (e.g. due to viral infection, illness or injury). You bear this risk alone; withdrawal from the contract due to subsequent virus infection, illness or injury is excluded! You must

bear any costs that you incur in providing proof in accordance with Section 3 Paragraph (1) (iii).

Prerequisites for a proper registration are the complete and truthful completion of the event booking form on our website as well as your consent to the storage and processing of your data in accordance with our data protection declaration in accordance with the provisions of the General Data Protection Regulation, the acknowledgment of these AGTB and the payment of the entry fee and all other costs Fees; club membership is not required.

(2) If you are under the age of 18 at the time of registration, we need written proof in addition to your declaration. Please send us the declaration of consent issued by your legal guardian together with a copy of their identity card within two (2) weeks after the conclusion of the contract, but no later than two (2) days before the event by e-mail (uk@hyrox.com). If you do not comply with this obligation in good time, this contract will become ineffective and you will receive a refund from us of the entry fee you have paid less the services fee already accrued in accordance with Section 5 Paragraph (2). Claims that go beyond this in relation to travel bookings or their cancellation costs are excluded.

(3) As a spectator, you are entitled to participate if you are in good physical condition and willing to provide evidence of your state of health at the time of the event, if necessary by providing evidence in the appropriate legally prescribed form, and have properly registered and are accredited for the event. Please note that as a spectator you also have to bear the risk of a subsequent deterioration in your state of health and any costs that you incur with the provision of a legally required proof. Withdrawal from the contract is excluded.

(4) As the organiser, we reserve the right to disqualify and/or exclude a participant from the event at any time and without any right to a refund of the participant fee if

- (i) they culpably provided false personal information during registration made data, or
- (ii) the instructions and specifications contained in the tender and does not follow the organizer's instructions before, during and after the race and as a result the proper course of the event or the safety of the other participants appears to be disturbed or endangered with sufficient probability or is or
- (iii) there is reasonable suspicion that the participant will start after taking prohibited substances (doping).

The group of people of the organizer who can make such legally binding declarations to the: the participant: in includes the appropriately identified staff as well as the members of the medical services supervising the event who, in the event of corresponding health signs, allow:the:the participant:in to participate or the continuation of participation for their own protection.

#### **4 REGISTRATION AND CONCLUSION OF CONTRACT**

(1) The presentation of participation in the various singles, doubles or relay competitions and as a spectator on our registration page does not constitute a binding offer on our part. You will find the essential features of the respective starting opportunity in the description of the corresponding divisions themselves not binding.

(2) You can choose from the registrations we offer and confirm your choice by directly clicking on the corresponding button (registration/division). Once you've made your choice, you'll be guided step-by-step through the registration process. It is not necessary to set up a user account for this. You can verify your contact information by creating a guest account. You are responsible for entering your personal data correctly. We would like to point out that the consent of the legal guardian is required for registration if you have not yet reached the age of 18. Mandatory information is marked as such.

(3) In order to complete the registration process, you must first agree to the storage and processing of your personal data in accordance with our data protection declaration and the applicable AGTB by clicking on the individual checkboxes separately, as well as submitting the participant declaration digitally signed by you. Then you have to click on the specially marked button "Register now". By doing so, you submit a binding offer to participate in the event.

(4) The contract of participation between you and us comes into effect upon submission of an express official confirmation of registration sent to you by e-mail.

(5) Each participant can only register himself or his team once per event. Duplicate registrations by one and the same person, both as a single starter and as a team member, are only counted once; there is no entitlement to a second starting place.

## **5 PRICES, SERVICE FEE AND TERMS OF PAYMENT**

(1) All prices on our registration page include statutory sales tax.

(2) Not included is the service fee (5%), which is incurred in connection with your online contract offer. This is specifically shown in the overview and must be paid by the participant in addition to the entry fee.

(3) The entry fee and service fee are due for payment upon conclusion of the contract. You can settle the outstanding amount using the following payment methods: SEPA direct debit mandate, credit card, Google Pay, Apple Pay and Visa Checkout.

(4) If the direct debit is not redeemed due to insufficient funds in the account or due to revocation by the account holder (even later), we are entitled to withdraw from the contract after setting a deadline and to charge you with the costs of the withdrawal. The costs arising from a returned direct debit, which include a processing fee of up to the amount of EUR 10.00 and the respective fee of the bank, are at your expense.

## **6 EXCHANGE / REGISTRATION**

(1) The athlete has the option up to a deadline of one (1) week before the event (“Date Date”), the participation, the event location within UK and the current season, the registered competition type – singles/doubles/relay – or the division (HYROX Women – HYROX Pro Women / HYROX Men – HYROX Pro Men or HYROX Doubles / HYROX Staffel: Men/Women/Mixed) in the account on [hyrox.com/en](https://hyrox.com/en) against payment of a processing fee of EUR 15.00 per processing operation and any other costs as follows:

Single registration: other participants; other venue; other single division; other single division and substitute participants (2 processing operations); other type of competition (plus the difference between the entry fee for singles and doubles (registration for doubles is only possible via Customer Service [uk@hyrox.com](mailto:uk@hyrox.com))).

Doubles registration: other participants; other venue; other type of competition (other double); a change to the single division can only be made via Customer Service [uk@hyrox.com](mailto:uk@hyrox.com) (reimbursement of the excess amount between double and single entry fee is not possible).

Relay registration: other participants; different venue, different division (it is not possible to re-register for a different type of competition, e.g. dividing the relay into 2 doubles or 4 singles)

(2) All processing fees and any other costs that may arise include the statutory sales tax plus service fee.

(3) If the registration for the event takes place via the season pass, with a starting place voucher or a voucher received as part of a competition, the transfer of participation to another person is excluded. The regulations listed under paragraph (1) apply to changes to the division or the event location. The processing fee is to be paid extra.

## **7 ACCREDITATION / ACCESS TO THE EVENT**

(1) As part of your accreditation, you will receive your starting documents and access to the event, provided you are obviously not showing any typical symptoms of illness (e.g. shortness of breath, coughing, fever) and upon presentation

- (i) the official registration confirmation as a screen display (e.g. smartphone) or as a printout,
- (ii) your identity card/passport as well as
- (iii) if applicable, the legally required proof of your state of health (e.g. proof of vaccination, current virus test result) current test result in digital or embodied form.

(1) Depending on your overall physical impression, upsolut may request further explanations regarding your health status. If you obviously have typical symptoms (e.g. shortness of breath, cough, fever) or other indications of a virus infection, upsolut can ask you to issue the refuse entry documents and entry to the hall without entitlement to a refund of the entry fee.

(2) The starting documents can neither be sent nor picked up by an authorized third party. Please check your starting documents for completeness upon receipt. The transponder for time measurement contained in the starting documents must be returned to the event staff in the finish area immediately after crossing the finish line. In the event of loss, we will incur a loss of EUR 45.00, which we will assert against you after the event.

## **8 POSTPONEMENT / CANCELLING OF THE EVENT**

(1) Upsolut may, in the event of (i) force majeure (this includes, in addition to such external events that cannot be foreseen, controlled or averted by any party, which prevent the event from being held, any changes to the relevant Covid-19 protection regulations or the infection situation at the respective event location as well as the associated decisions of the responsible regulatory authorities), (ii) an insufficient number of participants, (iii) an (other) official order/condition or (iv) for reasons of safety and the protection of life, body and health of the participants, change the time or location of the event or cancel it altogether. In the event of a change in time and/or location, your contract of participation will continue to exist unless the specific adjustment is unreasonable for you in the individual case.

(2) If the event is canceled altogether or if, in the event of a postponement, it is not reasonable for you to participate in the event that has been relocated in terms of time/location, you are entitled to a free rebooking to an alternative HYROX event of your choice within UK and the specific one Season.

(3) If the above rebooking is not an option for you due to your personal circumstances, we will refund any entry fees you have already paid; this does not include the service fee incurred pursuant to Section 4 Paragraph (3) in conjunction with Section 5 Paragraph (2). Any further liability for damages (e.g. for travel expenses) on our part does not exist.

## **9 PARTICIPATION/INFRINGEMENT RISK, LIABILITY, LIMITATION AND DISCLAIMER OF LIABILITY**

(1) Participation is at your own risk! Participation in the event requires that you as a participant are healthy and in good physical condition. It is your responsibility to check your health beforehand. With your registration, accreditation and participation, you expressly declare that you are aware of the specific dangers of the event and that there are no health concerns regarding your participation.

(2) In addition, with your registration you acknowledge that you can become infected with the SARS-CoV-2 virus or other viruses during the event as part of your participation. With your accreditation and participation in the event, you consciously take this risk.

(3) Outside your own sphere of risk, we have unlimited liability for intent and gross negligence. In the event of a slightly negligent breach of a cardinal obligation, our liability is limited to foreseeable, contract-typical damage. We are not liable for slightly negligent breaches of secondary obligations that are not cardinal obligations. Cardinal obligations are those obligations the fulfillment of which is essential for the proper execution of the contract and the observance of which you, as our contractual partner, could rely on. The above exclusions of liability do not apply to damage resulting from injury to life, limb or health. The general statutory provisions apply here.

(4) Please note that we assume no liability for lost clothing, valuables and equipment belonging to participants that were not handed over to us for safekeeping. You should therefore be insured accordingly. According to the above, the organizer is only liable for clothing bags provided for safekeeping in the event of intent and gross negligence.

(5) Insofar as the organizer's liability is excluded or limited, this also applies to the personal liability of its employees, employees, employees, representatives and vicarious agents.

## **10 PHOTO/MOVIE AND IMAGE RIGHTS**



(1) We draw your attention to the fact that we are managing the event in general and the competition in particular, including the official pre/post-competition phases (athlete's area, technical briefing, start/warm-up zone, Roxzone, entertainment area , award ceremony), clearly in the form of photo and audio/video material, store it and use it media for reporting and marketing purposes. We will respect your personal rights to your own image. Competition-related individual photos of participants, e.g. during the award ceremony, are considered classic competition photos in this context, which can be used in accordance with the following regulations.

(2) upsolut is entitled, either itself or through authorized third parties, to make audio and video recordings and photos of the event as well as the names, images and voices of the participants during the competition (collectively "media content") and to use these for documentation, information and advertising purposes in all media (print, TV, radio, internet, events) without any restrictions in terms of time or location and to allow the official HYROX partners/sponsors the same unrestricted use and application.

(3) upsolut guarantees that the media content produced at the events will only be used in connection with HYROX, even if passed on to authorized third parties.

(4) The organizer has the right to store, use, broadcast, display, reproduce and/or store all media content in all media, such as in particular on radio, television, cinema at events, on data carriers or on the Internet to be published without spatial restrictions. This also includes the right to make changes, edits, interruptions, deletions or other modifications to the Media Content and to use it without restriction. In addition, the organizer is entitled to transfer these rights to third parties.

(5) The participant has no right to approval of the media content produced, to be named as a participant or to be granted a financial advantage if it is mentioned or depicted or reproduced on image and/or audio material.

## **11 COMPETITION RULES**

The regulations of the HYROX Rule Book apply to the event (available at [www.hyrox.com](http://www.hyrox.com)). By registering, the participant accepts these regulations as binding.

ORGANIZER

upsolut Sports GmbH  
Bahrenfelder Straße 322  
22765 Hamburg  
E: dach@hyrox.com

Managing partners:

Christian Toetzke  
Moritz Fürste  
HRB 144750  
UST. ID DE311191102

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