

TERMS AND CONDITIONS OF PARTICIPATION HYROX WORLD CHAMPIONSHIPS

HYROX Season (2023/2024)

1. GENERAL INFORMATION

- 1.1. Upsolut SPORTS GmbH, whose registered office is at 322 Bahrenfelder Strasse, 22765, Hamburg, Germany (“**Upsolut**”, “**we**” or “**us**”), organises the event “*HYROX – the World Series of Fitness Racing*” (“**HYROX**”). HYROX comprises several events in various cities around the world, with the World Championships as the season highlight and conclusion. HYROX World Championship competitions are staged (i) individually (“**Single Divisions**”) in HYROX PRO MEN/PRO WOMEN, and (ii) as a partner competition (“**Doubles Divisions**”) in HYROX PRO DOUBLES MEN/ PRO DOUBLES WOMEN/ DOUBLES MIXED whereas each division is organized and judged per age group. Except for participants competing within the division HYROX DOUBLES MIXED (all age groups) and those of the age group 60+ (all divisions), all other participants will compete at PRO weights/repetitions.
- 1.2. HYROX World Championship event is organised and staged subject to all applicable laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures in the context of Covid-19 of any governmental authority that apply to participants (“**you**”) (together “**Applicable Laws**”).

2. THESE TERMS & CONDITIONS

- 2.1. These Terms and Conditions (“**T&Cs**”) set out and comprise all of the legal terms applying between us and you in relation to your registration to participate and your participation in the 2024 HYROX World Championships event taking place in Nice, France as separately announced on Upsolut’s website HYROX.com. (the “**Event**”). We reserve the right at our discretion to amend these T&Cs (and the format, date and structure of the Event), including if there is a change in the Applicable Laws; We will notify you if we implement any such changes.

3. EVENT REGISTRATION

- 3.1. To register to participate in the Event, you must have qualified for the Event at any of our HYROX series events of the season 2023/2024 as confirmed by your receipt of a corresponding email (the “**Invitation**”) and via our website:
 - 3.1.1. confirm the Invitation within 48 (forty-eight hours) after its receipt by registering for the Event. If you have qualified in the division HYROX

MEN/HYROX DOUBLES MEN or HYROX WOMEN/HYROX DOUBLES WOMEN you need to register for the Event in the corresponding division HYROX PRO MEN/HYROX MEN PRO DOUBLES or HYROX PRO WOMEN/HYROX WOMEN PRO DOUBLES while all other athletes must register for the division they have qualified for;

- 3.1.2.** truthfully complete the Event booking form (which is available on HYROX website). In doing so, you must not use any false information or misrepresent the information of another person as applying to you. Anyone who uses false or misleading information or documents in order to gain entry will have their registration cancelled and may be banned from participating in future Events. The use of false documents to obtain an entry may be a criminal offense;
- 3.1.3.** provide your consent to the storage and processing of your data in accordance with the provisions of the European General Data Protection Regulations;
- 3.1.4.** confirm your acknowledgment and acceptance of these T&Cs; and
- 3.1.5.** agree to pay Upsolut/HYROX the fee payable by you to Upsolut in consideration of your participation in the Event (“**Fee**”).
- 3.2.** Your completion of the above registration process constitutes a binding, irrevocable and unconditional offer by you to participate in the relevant Event in accordance with these T&Cs. Please check your personal information for accuracy. You are responsible for changing incorrect data online on HYROX.com.
- 3.3.** Once we confirm your registration by email and request to further personalize your registration specific to the Event within a certain period of time, a binding contract is entered into between us for you to participate in the Event in accordance with, and subject to, these T&Cs (to the exclusion of all other terms and conditions save where expressed to the contrary in these T&Cs).
- 3.4.** In order to participate in any Event, you must:

 - 3.4.1.** be sixteen years of age or older,
 - 3.4.2.** be in generally good health;
 - 3.4.3.** at Upsolut’s reasonable request, be willing to disclose your state of health (including with supporting confirmation from a qualified medical professional, for example in the form of a doctor’s note);
 - 3.4.4.** be duly registered to participate in such Event;

- 3.4.5.** have duly personalized your registration within ten (10) calendar days after registration but in any event no later than four (4) weeks before the Event, and
 - 3.4.6.** be accredited in accordance with these T&Cs and in possession of an official start number.
- 3.5.** You are solely responsible for assessing the health requirements for your participation in the Event. You acknowledge and agree that: (i) your state of health may change during the period between registering to participate in the Event and such participation (including due to viral infection, illness or injury); and (ii) you bear this risk alone and may not terminate this contract due to subsequent viral infection, illness or injury. You shall solely bear all costs that you incur in complying with clause 3.4.3 of these T&Cs.
- 3.6.** If you are under the age of eighteen (18) at the time of registration, you must provide a declaration of consent issued by your parent or other legal guardian, together with a copy of their passport (or other photographic identity card) no later than 7 days before the Event in question to: wc@hyrox.com. If you do not comply with this requirement, Upsolut may terminate our contract (and revoke your participation in the Event) and your Fee will be refunded (minus any services fee already accrued in accordance with clause 5.2 of these T&Cs).
- 3.7.** Spectators may purchase tickets for the Event. However, Upsolut reserves the right to require spectators to provide evidence of their state of health at the time of the Event, if necessary by providing evidence in the appropriate form as set out in clause 3.4.3 of these T&Cs. Spectators must also bear the risk of any subsequent deterioration in their state of health following the purchase of their tickets and any costs that they incur in the provision of any required proof of good health.
- 3.8.** Upsolut reserves the right to disqualify and/or exclude you from participating or attending the Event at any time and without any right to a refund of the Fee, or associated costs of participation in the Event if:
 - 3.8.1.** you provide false personal information to us, including during registration;
 - 3.8.2.** your actions and/or omissions (whether before, during or after any Event) endanger the safety of any other participants, spectators or our staff members or other representatives; or
 - 3.8.3.** there is reasonable suspicion that you are in possession or under the influence of any substances (performance-enhancing or otherwise) at the time of any Event.

- 3.9.** You may register yourself and your team. Duplicate registrations are allowed by the same person, if you are participating both as a single starter and as a team member.
- 3.10.** Subject to timely personalization of your registration in accordance with clause 3.4.5 we will provide you with your personal unisex HYROX World Championships race shirt to commemorate your participation in the Event. While we would be excited to see you showing it off during the Event's Opening Ceremony and the Event you are not obliged to compete in your race shirt.
- 3.11.** You may not change the registration neither in respect of your participation, the division you are competing in nor the start time that will be assigned to you as the race entry is personalized and connected to your qualification as well as your division and age group.
- 3.12.** An exception to the rule of clause 3.11. is made for participants in the doubles divisions, if one participant is unable to compete due to illness or indisposition. In this case, said participant may be replaced by another of the same gender and age group until two (2) weeks before the Event. You may make such a registration amendment yourself by contacting our Customer Services at: wc@hyrox.com. Please note that said amendment is subject to the consent of these T&Cs by such new participant and payment of an additional processing fee of EUR-€ 15.00 (Euro fifteen). Please further note that any change to the registration later than four (4) weeks before the Event in accordance with this clause will impair the new participant's right to a personal race shirt as set out in clause 3.10 as the minimum time requirement of clause 3.4.5 is fixed.

4. THE FEE, SERVICE FEE AND TERMS OF PAYMENT

- 4.1.** All listed prices on our registration page are stated to be inclusive of VAT.
- 4.2.** In addition to the Fee, a service fee (amounting to 7% of the total value of the Fee) is payable upon submission of any registration to participate in any Event. This must be paid by you in addition to the Fee.
- 4.3.** The Fee and service fee are due for payment immediately upon Event registration. Such payments may be made by:
 - 4.3.1.** credit or debit card;
 - 4.3.2.** Google Pay;
 - 4.3.3.** Apple Pay; and

4.3.4. Visa Checkout.

- 4.4.** If payment is not processed for any reason whatsoever, Upsolut is entitled to terminate our contract immediately without liability. You shall be liable for all costs reasonably associated with such termination.

5. ARRIVAL / ACCESS TO THE EVENT

- 5.1.** You receive your starting documents the day before the Event prior to the commencement of the Opening Ceremony that is hosted by Upsolut the evening before the Event and subject to your presentation of

5.1.1. your official registration confirmation with QR code;

5.1.2. your proof of identity; and

5.1.3. if applicable, proof of your state of health,

and be granted access to the Event, provided you are not showing any typical symptoms of illness (including but not limited to shortness of breath, coughing or fever).

- 5.2.** Upsolut reserves the right to request further explanation from you regarding your health status. If, at the Event, you display typical symptoms of illness (such as shortness of breath, cough or fever) or other indications of a viral infection, Upsolut may remove you from the Event with no refund of the Fee.

- 5.3.** You must check your starting documents for completeness upon receipt. Your timing chip, contained in the starting documents, must be returned to the Event staff in the finish area immediately after crossing the finish line. If your timing chip is lost or damaged by you, Upsolut reserves the right to recover from you the attributed costs amounting to EUR-€ 45.00 (Euro forty-five).

6. POSTPONEMENT / CANCELING OF THE EVENTS

- 6.1.** Upsolut is under no obligation to hold the Event and, subject to the remainder of this clause 6, may without liability postpone or cancel, or change the time or location of, any or all of the Events for any reason, including due to:

6.1.1. circumstance not within Upsolut's reasonable control;

6.1.2. a decision to protect the safety of any members of the public or Event participants; or

6.1.3. any changes to the Applicable Laws.

- 6.2. If the Event is cancelled altogether, you shall be entitled to a free rebooking to the next HYROX World Championships event following the cancelled Event. .
- 6.3. If the Event for which you are registered is postponed, your contract with us (including these T&Cs) shall remain unaffected and your registration shall remain valid for the next rescheduled edition of the postponed Event in question.
- 6.4. Notwithstanding clauses 6.2 and 6.3 of these T&Cs, if: (i) the Event for which you are registered is cancelled or postponed; and (ii) you can demonstrate to Upsolut's satisfaction that, as a result, you have been caused significant undue financial hardship, Upsolut may, at its sole discretion, refund the Fee to you.
- 6.5. Any refunds of the Fee will exclude the service fee incurred pursuant to clause 4.2.

7. PARTICIPATION / INFRINGEMENT RISK, LIABILITY, LIMITATION AND DISCLAIMER OF LIABILITY

- 7.1. Participation in the Event is at your own risk and requires that you 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.
- 7.2. By registering for the Event, you acknowledge that you can become infected with Covid-19 or other viruses during the Event in the course of your participation.
- 7.3. Subject to clause 7.4 of these T&Cs, and to the maximum extent permitted by law, Upsolut hereby excludes any liability for loss, damage or injury to you and/or your property arising under our contract or in connection with any HYROX event, including any indirect or consequential loss or damage, such as loss of enjoyment or travel or accommodation costs, regardless of whether the loss or damage: (i) would arise in the ordinary course of events; (ii) is reasonably foreseeable; or (iii) is in the contemplation of the parties, or otherwise.
- 7.4. Notwithstanding any provision in these T&Cs, Upsolut does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by Upsolut's negligence or the negligence of any of its officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by any of the Applicable Laws (including your statutory rights and rights as a consumer).

7.5. 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.

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

8. **PRIVACY AND DATA PROTECTION, PHOTO AND IMAGE RIGHTS**

8.1. You acknowledge and agree that Upsolut may use any information provided by you for the following purposes:

8.1.1. the enforcement of Upsolut's legal rights;

8.1.2. to publish information relevant to participants' finishing times in the Event;

8.1.3. to send you health and safety and other relevant information relating to the Event;

8.1.4. to notify you of event, activities, publications and services that may be of interest to you should you consent to receiving these from Upsolut;

8.1.5. to notify you of any amendments to these T&Cs and/or any of the Events in accordance with clause 2.1; and

8.1.6. to comply with the Applicable Laws.

8.2. Upsolut is entitled, either itself or through authorised third parties, to make audio and video recordings and take photographs of the Event as well as your name, image and voice of the participants during the Event (collectively "**Media Content**") and to use these for documentation, information and advertising purposes in all media (including without limitation print, TV, radio and internet media) without any restrictions in terms of time or location and to allow all official HYROX partners and/or sponsors the same unrestricted use and application.

8.3. Upsolut shall use best efforts to ensure that the Media Content produced at the Events will only be used in connection with HYROX, even if passed on to authorised third parties.

8.4. Upsolut has the right to store, use, broadcast, display and/or reproduce all Media Content on all media, including but not limited to radio, television, cinema, at events, on data carriers or on the Internet to be published without restriction. This also includes the right to make changes, edits, interruptions, deletions or other modifications to the Media Content and to use it without restriction. Upsolut may transfer these rights to third parties.

- 8.5.** You have no right to approve or reject the publication of any of the Media Content or to any form of reimbursement, compensation or payment if you are mentioned, depicted or reproduced on any of the Media Content.
- 8.6.** Sportograf Digital Solutions GmbH, whose registered office is at 170 Süsterfeldstrasse, 52072, Aachen, Germany (“**Sportograf**”) will digitally photograph HYROX on Upsolut’s behalf. In addition, Sportograf offers you the opportunity to purchase competition pictures from it as part of your HYROX World Championships ticket. You may also purchase your personal competition photo package from Upsolut as an annex when making your HYROX booking.
- 8.7.** In relation to medical matters, you agree that:
- 8.7.1.** your personal information may be stored, used and disclosed by Upsolut in connection with the organisation and administration of the Event and for the compilation of statistical information. If you become ill during or after an Event and/or receive medical attention or treatment either from medical staff, other medical service providers to the Event as contracted by Upsolut, or any doctor or hospital, you authorise such persons to provide details (including details of medical treatment) to Upsolut or others authorised by them; and
- 8.7.2.** you consent to medical assistance and/or medical care being given to you in the case of illness, injury or an emergency situation, should this occur during an Event, such assistance to be given by Upsolut, its employees, contractors or other trained personnel conducting the Events (which may include the use of anaesthetics).
- 8.8.** You shall not take, record and/or transmit any sound, image and/or description of the Event other than for your exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Event for any commercial purposes).

9. COMPETITION RULES

The regulations of the HYROX Rulebook apply to each Event (available at: www.hyrox.com). By registering, you accept these regulations as binding.

10. GENERAL

- 10.1.** These T&Cs have been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and any translated version, the English version shall prevail.

10.2. The contract between us constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to our contract which is not already set out in these T&Cs.

10.3. The contract between us (including these T&Cs) is governed by the laws of Germany. The parties agree that the courts of Hamburg/Germany

ORGANIZER

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Status: Hamburg, August 10, 2023