

## General Terms & Conditions business and charity participation

### TCS Amsterdam Marathon 2021

#### Article 1: Definitions

- 1.1. In this document with General Terms and Conditions the following definitions are used:
- a. Event: An event organised by the Stichting Sportevenementen Le Champion in any year.
  - b. Participating Company: a company that registered a Team (or multiple Teams) for participating in an Event in a manner permitted by the Organiser.
  - c. Participating Charity: a Charity or organisation that registered a Team (or multiple Teams) for participating in an Event in a manner permitted by the Organiser.
  - d. Team: a group of maximum ten Participants. Exception for this is a Team at the beach race Egmond-Pier-Egmond which contains of maximum eight people.
  - e. Participant: a natural person that is part of a Team of a Participating Company or a Participating Charity, registered for an Event in a manner permitted by the Organiser.
  - f. Agreement: the agreement between a Participating Company or Participating Charity and the Organiser, related to the participation of the Participants in the Event.
  - g. Organiser: the legal entity (in this matter the Stichting Sportevenementen Le Champion) with which the Participating Company of Charity has entered into an Agreement.
- 1.2. These General Terms & Conditions apply to all Agreements.
- 1.3. Organiser is authorised to make one-sided changes to these General Terms & Conditions. These changes start to work at the announced moment of the start. The organiser will share the changed General Term & Conditions prior to the start with the Participating Company/Charity, or at least announce where these can be consulted. In case no starting moment is announced the changes towards the Participating Company/Charity will start, as soon as the Participating Company/Charity are informed on the changes.

#### Article 2: Participation

- 2.1. Participating Companies could be:
- a. legal entities that are longer than 6 months immediately preliminary to the competition day registered at the commercial register of a Chamber of Commerce and Factories in the Netherlands.
  - b. Enterprises/foundations, not legal entities, that are longer than 6 months immediately preliminary to the competition day registered at the commercial register of a Chamber of Commerce and Factories in the Netherlands.
  - c. Public entities as meant in article 2:1 civil code.
- 2.2. A Charity must have the ANBI (translated: general utility registered organisation) status at the moment of registration.
- 2.3. The Participating Company or Charity has agreed upon the General Terms & Condition in the registration module and therefore entered an Agreement with a corresponding payment obligation.
- 2.4. The Participant can only participate in the Event if he is registered by a Participating Company or Charity, via the offered appropriate registration form, filled in truthfully, when the complete registration fee is paid latest two weeks prior to the date of the Event and when every Participant of the Participating Company or Charity agreed upon these General Terms & Conditions. The Participating Company or Charity guarantees that the Participant agreed upon the General Terms & Conditions and will confirm upon those terms.
- 2.5. Per Participating Company or Charity an unlimited amount of Teams, expect for the competition part, can be registered (until the limit of participants is reached).
- 2.6. The Organiser can decide, in particular individual cases, companies, associations or organizations, not to fulfil aforementioned demands and other profoundly demands, to exclude from participation.
- 2.7. Only by cancellation by letter before **the 1<sup>st</sup> of September 2021** restitution of registration fees and ordered extra's (except for the donation) is possible based on the Agreement of the Participating Company or Charity. In this case a 10% cancelation fee will be charged on the registration fees of the cancelled teams and ordered extras. When cancelling between **the 1<sup>st</sup> of May and August 31** 50% cancelation fee will be charged on the registration fees of the cancelled teams and ordered extra's. When cancelling after the **1<sup>st</sup> of September 2021** there will be no restitution to the Participant based on the Agreement.
- 2.8. The Organiser remains the right at all times due to exceptional circumstances and/or in case of

supremacy, to change stated data and times of the Event, or to cancel the Event. In these cases the Participating Company or Charity of Participant can't claim any restitution of suffered damaged or possible costs made by the Participating Company or Charity or Participant, like for example but not exclusively travel- and residence costs. Besides that in these cases the following applies concerning the restitution of registration fees.

a. In case there are exceptional circumstances and/or supremacy due to a pandemic, the registration and potential other orders for the Event at Le Champion of the Participating Company or Charity will automatically be transferred to a new date of the next edition of the Event.

b. In case there are exceptional circumstances and/or supremacy due to a different cause than a pandemic, the Participating Company or Charity will receive a restitution of the registration fees, minus the reasonable costs that Le Champion made in preparation for the Event.

With regard to potential extra orders of the Participating Company or Charity of Participant like bus tickets, parking tickets, medal tab and merchandise, Le Champion will refund the paid amount, only if the order can be cancelled free or charge by Le Champion. In case the merchandise and/or medal tab can't be refunded free of charge by Le Champion, the Participating Company or Charity or Participant will receive the order and the paid amount will not be refunded.

2.9. Participants until the age of 12 can only participate accompanied by an adult. Except for components which only children can participate. When there is a minimum- and/or maximum age for a component of an Event this can be found in the regulation of the Event.

2.10. The Participant will follow the instructions of the employees or volunteers at/of the Event at all times. At repeatedly or severe misbehaviour the Organiser has the right to stop the participation at the Event without the ability to claim a restitution of the registration fee or possible extra costs made or damage like for example, but not exclusively travel- and residence costs.

2.11. In case the Event doesn't go as expected by the Participant, the Participant is obliged to announce this directly on site. In case the complaint can't be solved after satisfaction, the Participant can inform the Organiser about this by letter within 14 days after the Event.

2.12. When participating in the Event the Participant declares to not have any COVID-19 related complaints for example, but not exclusively, a cold, coughing, a fever or sudden loss of taste or smell. The Participating Company or Charity in that case doesn't have the right on a (partial) restitution of the registration fee. In case the Participating Company or Charity can't participate in the Event due to COVID-19 related complaints article 2.7. applies.

2.13. The organiser remains the right at all times to take additional health and/or safety measures for the Event. The Participating Company or Charity is obliged to follow these measures and possible conditions.

### **Article 3: Liability**

3.1. Participation is at the Participant's own risk. The Organiser is not liable for any damages, by whatever name, suffered by a Participant of the Participating Company or Charity as a result of the participation, unless the damage is a direct consequence of deliberate intent or gross negligence on the part of the Organiser. This exclusion of liability also applies to serious damages such as all possible damages resulting from injury or death. The Organiser is never responsible for indirect damage, under which labour costs, medical expenses, lost profits, despite the way in which these are originated.

3.2. If, despite the stipulations in the first paragraph of this article, the Organiser's liability for damages suffered by a Participant of the Participating Company or Charity must be accepted the Organiser's obligation to reimburse the damages in question remains limited to the amount the Organiser's insurance company will pay in respect of the claim. With the understanding that with the lack of cover the liability of the Organiser is limited to the amount of maximum € 5.000,-- (five thousand euros) per Agreement.

3.3. The Participant must have adequate insurance cover against any risks of damage he or a surviving relative may suffer as a result of his death, injury or illness, caused by his participation in the Event.

3.4. The Participating Company or Charity declares that every Participant is aware of the fact that participation requires good physical and mental health and declares that he meets this requirement and that he has adequately prepared for the Event through training and other means. The Participating Company or Charity declares that by registering he expressly and urgently advised every Participant to undergo a sports medical examination in relation to participating in the Event.

3.5. The Participating Company or Charity indemnifies the Organiser against liability for damages suffered by third parties as a result of an act or omission relating to the Event that is attributable to a Participant of the Participating Company or Charity. The Participating Company or Charity must have a

sufficient insurance to cover the risk of liability for such damages.

3.6. The Participating Company or Charity consents the Organiser for liability for damage that the Participant of the Participating Company or Charity may suffer as a result of his participation at the Event, unless this damage is a direct consequence of the Organiser's attributable intention or gross negligence, at which the obligation of the Organiser to refund the damage is limited with the amount that the insurance company pays, with the understanding that in that case the lack of coverage the liability of the Organiser is limited to the amount of maximum € 5.000,-- (five thousand euros) per Agreement.

3.7. The Organiser doesn't accept any liability for lost loss, robbery or damage of clothing or other possessions of Participants. That also applies for goods who are left behind in the change accommodation (or cloakroom/ clothing drop-off) offered by the Organiser.

#### **Article 4: Portrait rights**

4.1. The in the context of the Event or Agreement possibly by or on behalf of the Organiser made pictures, videos or other content of (electronic) devices, are possession of the Organiser, despite if these are placed at disposal to the Participant, Participating Company, Participating Charity or third parties, unless agreed upon differently.

4.2. The Participating Company or Charity will not appeal on a reasonable concern, as meant in the copyright law (portrait right), based on the publication on the website of the Event and/or on the social media channels of the Organiser during or around the time of the Event made pictures and/or videos in which the Participant is visible.

#### **Article 5: Personal data**

5.1. On the processing of personal data by or because of the Organiser the Privacy Statement of the Organiser applies.

5.2. When necessary the Organiser will share the personal data of the Participant with government organisations for source and contact research.

#### **Article 6: Applicable law and disagreements**

6.1. On the Agreement and all legal relations that originate between the Organiser and the Participating Company or Charity, only the Dutch law applies.

6.2. In case of a disagreement, resulting from the Agreement or out of that resulting legal relations, both parties will first consult with each other in order to end this disagreement alongside a cordial way. In case parties do not succeed, a disagreement as mentioned above will exclusively be settled by a competent judge of the place of business of the Organiser.

#### **Article 7: Regulations**

7.1. To the participation of the Participating Company or Charity of the Event the Regulations of the Event apply.