

GENERAL CONDITIONS 2019

NN MARATHON ROTTERDAM – BUSINESS RUN

Article 1 Definitions; applicability

1. The following definitions apply to these general conditions:
 - a Event: a running competition, which forms part of the NN Marathon Rotterdam event, which is organised in any given year by the Organisers.
 - b Participating Company: a company or institutions that has registered a Team to participate in an Event, in a manner permitted by the Organiser.
 - c Team: a group of Participants registered as such.
 - d Participant: a natural person who is registered by a Participating Company to participate in an Event as a member of a Team, in a manner permitted by the Organiser.
 - e Agreement: the agreement between a Participating Company and the Organiser relating to participants' participation in an Event.
 - f Organiser: private limited company Rotterdam Marathon BV (Hrg. 24307623).
2. These general conditions apply to all Agreements.

Article 2 Participating Companies; Teams

1. Participating Companies may include:
 - a legal entities which are registered in the commercial register of a Chamber of Commerce and Industry in the Netherlands;
 - b undertakings that are not legal entities, which have been registered for a continuous period of more than six months prior to the day of the competition in the commercial register of a Chamber of Commerce and Industry in the Netherlands;
 - c public corporations as defined in Article 2:1 of the Dutch Civic Code.
2. The Organiser may decide on a case to case basis, to allow companies or institutions that do not meet the above requirements, to take part.
3. A Team can be registered for one of the following editions:
 - a Business Duo Marathon;
 - b Business Relay Marathon.
4. Each Participating Company will take part with one or more Teams.
5. In the 'Business Duo Marathon' edition, each Team consists of two Participants, who will complete a half marathon each in a relay fashion. In the 'Business Relay Marathon' edition, each Team consists of four Participants, who will complete a quarter marathon each in a relay fashion. It applies to all editions that Participants must be employed by the Participating Company for a minimum of 15 hours per week, for a period of longer than six continuous months immediately prior to the day of the competition. Teams found to have violated this rule will be disqualified.
6. The total time of the Team in the editions 'Business Duo Marathon' and 'Business Relay Marathon' is equal to the time the last running Team member passes the finishing line. It applies to these two editions that if a member of any Team fails to finish, the entire team will be disqualified.

Article 3 Participants

1. On the day of the Event, a Participant is required to have reached at least the minimum age established by the Organiser for that Event, or, if no minimum age has been established, the Participant must be at least eighteen years of age.
2. A Participant may take part in an Event only if he or she has been registered by a Participating Company through the appropriate registration form, which has been completed fully and truthfully and signed or by fully

and truthfully completing an electronic registration form on the website of the Organiser, and provided the full registration fee has been paid. Registration for an edition of the Event will no longer be possible after the Organiser has closed registration for the relevant Event.

3. The Organiser classifies the Participants into the various race categories applicable to the Event, based on gender and age on the day of the Event. A Team can consist of Participants from more than one category.
4. The Participant shall personally take part in the Event. In other words, it is not allowed to have another person participate in the Event on behalf of the Participant.
5. The Participant may only participate in the Event in the Team for which he or she was registered.
6. Neither the Participating Company nor the Participant are permitted to transfer the rights under the Agreement to a third party without the prior written consent of the Organiser.
7. After registering one or multiple teams, the Participating Company is obliged to pay the registration fee. In the event a Participant or a Team is unable to participate in the Event, the registration fee paid will not be refunded, neither in whole nor in part. This also applies to other payments made under this Agreement.
8. If the Event is cancelled due to exceptional circumstances, the registration fee will not be refunded. Any donation made to a charitable cause, which the Organiser may have associated with the Event as well as any ordered extras, such as the engraving of medals and SMS service shall also be understood to fall under the term 'registration fee'. An exception to this is any T-Shirts that have been ordered. These will not be refunded, however, the Participant is entitled to receive them. Other expenses, costs, etc. will not be refunded or reimbursed under any circumstances.
9. Under exceptional circumstances, the Organiser may decide to prematurely end, postpone or neutralise the Event. Under the same exceptional circumstances, the Organiser may also decide to change the route or the distance to be run. In such cases, no refund of the registration fee will be made. The final three complete sentences of paragraph 8 are also applicable here.
10. Any athlete invited by the Organiser to participate in the Event is excluded from participation as a Participant.
11. The person in charge of the registration of the Participating Company or the Group is responsible for imposing these general conditions and the competition rules for this Event upon all Participants. This should be done in such a manner that each Participant to the Event has agreed to comply with these requirements.

Article 4 Liability

1. Participation is at own risk. The Organiser shall not be liable for any damage whatsoever, which the Participant or the Participating Company may suffer as a result of Participation, unless this damage is a direct result of wilful or gross neglect attributable to the Organiser. This exclusion of liability also applies to damages of a severe nature, such as all possible losses as a result of injury or death.
2. If, despite the provisions of the first paragraph of this article, the Organiser's liability for damage caused to the Participant or the Participating Company must be assumed, the obligation of the Organiser to compensate for such damages is limited to the maximum amount the insurer of the Organiser will pay for such damages.
3. The Participant must be adequately insured against the risk of loss, which the Participant or a next of kin may suffer as a result of his or her death, injury or illness resulting from participating in the Event.
4. By registering for the Event, the Participating Company declares that every Participant has declared to be aware of the fact that participation requires both mental and physical fitness and has stated to meet this requirement as well as having prepared adequately for the Event through training and in other ways. By registering for the Event, the Participating Company declares that it has explicitly and expressly advised each Participant to undergo a sports medical examination in connection with his or her participation in the Event.
5. The Participating Company shall indemnify the Organiser for all liabilities for any damages third parties may suffer as a result of the Participant's actions or omissions relating to the Event. The Participating Company or the Participant shall be adequately insured against the risk of liability for such loss.
6. The Participating Company shall indemnify the Organiser for all liabilities for any damage whatsoever the Participant may suffer as a result of Participation in the Event, unless this damage is a direct result of wilful or gross neglect attributable to the Organiser.

7. The Participating Company and the Participant shall do everything within their power to prevent harm or injury to third parties.

Article 5 Portrait Right

By participating in an Event, a Participant grants permission to the Organiser and its partners to publish photographs and other images and similar material prior, during and after the Event in which the Participant is recognisable.

Article 6 Personal Data

The Organiser will store all personal data provided by the Participating Company or Participant in a database. By Participating in the Event, the Participant grants permission to the Organiser to use the personal data for the provision of information to the Participant as well as the provision of the personal data to third parties for the purpose of sending information to the Participant. The Participant shall be entitled at any time to indicate in writing or by e-mail his or her objection to receiving information from the Organiser or to the provision of personal data to third parties. The Organiser will then cease to send information and/or cease to provide personal data to third parties.

Article 7 Settlement of Disputes

Any disputes between the Organiser and the Participant or Participating Company will be settled outside of court through arbitration in accordance with the Arbitration Rules of the Atletiekunie [Dutch Athletics Union] or, failing that, the rules of the Dutch Arbitration Institute. A dispute is deemed to exist if one of the two parties states that this is the case.

Article 8

If one or more articles of these conditions would be invalid or illegal, for whatever reason, this shall not affect the validity of the other conditions of these conditions.