

GENERAL CONDITIONS 2019

NN MARATHON ROTTERDAM - INDIVIDUAL PARTICIPATION

Article 1 Definitions

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 Participant: the natural person, not acting as an entrepreneur, who has registered to participate in the Event, in a manner permitted by the Organiser.
 - c Agreement: the agreement relating to participant's participation in the Event.
 - d Organiser: private limited company Rotterdam Marathon BV (Hrg. 24307623).
2. These general conditions apply to all Agreements.

Article 2 Participation

1. Only individuals who have reached at least the minimum age set by the Organiser are allowed to participate in the Event. For the component 'Marathon', this minimum age is 20, for the '1/4 Marathon 14 years, for '4.2 km' 12 years, for '2.5 km' 10 years and for '1 km' 7 years of age.
2. The Participant may only take part in the Event provided that he or she has completed the appropriate registration form fully and truthfully, the registration fee is paid in full and the participant agrees with the general conditions. The Organiser reserves the right at all times to remove registrations with false personal data.
3. 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.
4. Transfer of an Agreement to a third party is possible up to 5 days prior to the Event, provided the Organiser has given permission and upon payment of an administration fee. The administration fee for the component 'Marathon' is € 5.00, and for the components '1/4 Marathon' and '4.2 km' € 3.00. Transfer of the race number is not possible for the components '2.5 km' and '1 km'.
5. In the event the Participant in the 'Marathon' has opted for a cancellation insurance, he or she can claim the paid registration fee and any paid extras until the 15th of February 2019, free of charge. Any payments made to a charitable cause, Energy Lab and the cancellation insurance (this being € 6.00) will not be refunded. In the event a Participant in the component '1/4 Marathon', '4.2 km', '2.5 km' or '1 km' is unable to participate in the Event, the registration fee paid will not be refunded. Also in the event the distance for which a Participant has registered is changed, the registration fee, or part thereof, will not be refunded. Changing to a longer distance is possible provided that the difference in price is paid.
6. Requests for cancellation submitted after the 15th of February 2019 will not be processed.
7. Upon registration, the Participant is obliged to pay the registration fee, including any extras ordered, the possible cancellation insurance and / or payments to charity, regardless of whether the Participant will actually participate.
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 four complete sentences of paragraph 8 are also applicable here.
10. A decision by the Organiser to cancel the Event will not result in any liability for reimbursement of the costs incurred by the Participant.

Article 3 Liability

1. Participation is at own risk. The Organiser shall not be liable for any damage whatsoever, which the Participant 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 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. The Participant declares to be aware of the fact that participation requires both mental and physical fitness and declares to meet this requirement as well as having prepared adequately for the Event through training and in other ways. The Organiser expressly advises each Participant to undergo a sports medical examination in connection with his or her participation in the Event.
5. The Participant shall indemnify the Organiser for any damages third parties may suffer as a result of the Participant's actions or omissions relating to the Event. The Participant shall be adequately insured against the risk of liability for such loss.
6. On the same basis as the Organiser, sponsors of the Event and the municipalities in which the Event takes place are excluded from liability.

Article 4 Portrait Right

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

Article 5 Personal Data

The Organiser will store all personal data provided by the Participant in a database. By entering into the Agreement, 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 the Organiser and its partners for the purpose of sending information to the Participant. The Participant shall be entitled at any time and without charge 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. By entering into the Agreement, the Participant grants permission to the Organiser to disclose his or her name and race results, for instance, through publication in newspapers and on the Internet.

Article 6 Settlement of Disputes

Any disputes between the Organiser and the Participant 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 7 Competition rules

The competition rules of the NN Marathon Rotterdam, which form part of these general conditions, are applicable to participation by the Participant in the Event.

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.