

“Arlberger Wadlbeisser“ 2020 CONDITIONS OF PARTICIPATION



1 General / scope of application

- 1.1 The Arlberger Waldbeisser Event ("AWB" hereinafter) with the event formats Arlberger Waldbeisser 13.5 km, Arlberger Wadlbeisser 7.5 km Arlberger Wadlbeisserli (children's course) is organized by the Tourism Association St. Anton am Arlberg, Dorfstraße 8, 6580 St. Anton am Arlberg ("Organizer" hereinafter).
- 1.2 The AWB is designed as an extreme test of toughness, strength, endurance, camaraderie and courage and requires a high level of physical fitness and health.
- 1.3 Persons who have reached the age of 18 are eligible to compete. Minors over the age of 10 require the written consent of their legal guardian.
- 1.4 Persons who intend to participate in the AWB (the "Participant") confirm with their application to participate that they have read and understood the present conditions of participation (the "Conditions") and accept them in full.
- 1.5 The conditions of participation, including the rules (Appendix /1) and the limitations of liability for the Organizer, are described in detail below.
- 1.6 No cancellation, amendment or modification of the Terms and Conditions is intended. However, the Organizer reserves the right to take such measures. Verbal agreements going beyond the conditions of participation are only valid if they are confirmed in writing by the Organizer.

2 Registration for the AWB / Disqualification

- 2.1 Participants can register for the AWB from 01.12.2019 until 09.07.2020 at the latest by online registration via www.arlberger-wadlbeisser.at.
- 2.2 Registration must be made in person or by an authorized representative (for group registrations) by the respective Participant. Every applicant who registers third Participants confirms with the registration that he/she is sufficiently authorized to do so.
- 2.3 Participants who have not yet reached the age of 18 (eighteenth) years must have the consent of a legal representative to register.
- 2.4 An applicant who registers Participants on their behalf is jointly and severally liable with them for the payment of the respective entry fee.
- 2.5 The registration shall be deemed complete and concluded when the applicant clicks on the "Register" button and has received the automated confirmation e-mail from the Organizer and confirmed this ("concluded registration").
- 2.6 The registration can be cancelled unilaterally by the Organizer if the payment of the entry fee is not received by the Organizer in due time. In case of such a cancellation, the respective Participant has no right to claims of any kind against the Organizer.
- 2.7 The Organizer reserves the right to reject registrations and/or issue a ban on participation at their own, reasonably exercised discretion.
- 2.8 The Organizer has the right to disqualify Participants for significant reasons at any time. Significant reasons include damage to the image of the Organizer, the town of St. Anton am Arlberg or the Arlberg region, or disregard of these conditions and the rules.

3 Conditions of participation

- 3.1 In order to be allowed to participate in the AWB, the Participant must meet the requirements set out in the following subsections of this point 3.
- 3.2 The registration of the Participant must be completed (see point 2.3).
- 3.3 Payment of the entry fee must be made on time. The starting fee is € 48.00 until 31.01.2020 / € 58.00 until 26.04.2020 / € 68.00 until 09.07.2020 and includes participation in an AWB competition.
- 3.4 The Participant must transfer the entry fee to the account of the Organizer. The transfer must be made in time so that the starting fee is received by no later than 14 days after registration.
- 3.5 The right to participate and thus to a starting place in the respective competition will only become effective after payment of the starting fee, provided that there are still starting places available.
- 3.6 A limitation of the number of starting places is currently not planned. However, should this become necessary due to official requirements, external influences (bad weather, terrorist threats, etc.), sports organizational circumstances or other reasons, the starting places will be allocated according to the time of receipt of the registration fee (first come/first serve). In case of simultaneous receipt, the decision will be made by drawing lots.
- 3.7 As a further prerequisite, the Participant must be of the prescribed minimum age, which - with exception of the "Wadlbeisserli" and the "Arlberg Murrel Mini" competition - is 18 (eighteen) years of age on the specified date (11.07.2020).
- 3.8 The Organizer must not have prohibited the Participant from participating. This includes a possible starting ban on the one hand and an exclusion during the ongoing competition on the other hand.
- 3.9 Reasons for a ban on participation are in particular, but not only:
 - 3.9.1 The physical or mental condition of the Participant necessitates a ban on participation, especially because the Participant endangers himself or herself or other Participants. However, the Organizer is not obliged to check the physical and/or mental condition of the Participant.
 - 3.9.2 The at least grossly negligent disregard of the rules, especially with regard to safety.
 - 3.9.3 Failure to comply with instructions given by the Organizer and persons acting on their behalf (as vicarious agents) and/or by emergency and rescue services.
 - 3.9.4 If there are circumstances under which the image of the competition, the Organizer, the community of St. Anton or the Arlberg region would suffer, or for which there is a threat of other damage.
 - 3.9.5 If there is a concrete, justified suspicion of doping by the competitor or in case of a positive doping test.

- 3.10 Participation in the AWB is a highly personal right and each Participant must collect his/her starting documents personally and sign the disclaimer (see point 6) personally on site. In order to verify the identity and age of the athletes, it may be required at the issuing office or during other controls to show and present an identity card/passport (or a document deemed equivalent in the competitor's country of residence). The Participant is only entitled to start if he/she meets these requirements.
- 3.11 The start number will only be issued to the Participant personally on presentation of the payment confirmation. The passing on or sale of the start number to third parties before or during the event is not permitted and will result in the disqualification of the buyer and seller as well as a future participation ban for both parties.
- 3.12 The timekeeping chip must be returned to the Organizer immediately after the competition, otherwise the Participant is obliged to pay a sum of EUR 50,- for the chip.
- 3.13 If a Participant does not compete, there is no right to a refund of the entry fee. Therefore, it is recommended to take out a cancellation insurance on registering to compete.
- 3.14 Safety regulations and safety instructions of the Organizer and their natural and legal persons working as vicarious agents must be observed and followed. Instructions issued by the Organizer, competition management, doctors, rescue services, police and the fire brigade must be followed.
- 3.15 Furthermore, the competition rules contained in the regulations must be observed.
- 3.16 Participants are responsible for informing themselves about the competition description and schedule valid at the time of the competition. It is to be noted in particular, that changes may be made during the preparation period of the event.
- 3.17 Each Participant is responsible for the technical safety of his/her equipment and has to make sure that it conforms to the rules.
- 3.18 The Organizer has a strict anti-doping policy in accordance with the World Anti-Doping Agency ("WADA") Code. Doping will not be tolerated; any doping violation will result in a ban from participation.
- 3.19 Each Participant agrees to comply with the WADA Code. The Participant shall comply with requests from the Organizer, in particular with regard to doping tests and the provision of doping samples.

4 Scope of services

- 4.1 The entry fee includes in particular the following (partly voluntary) services:
 - 4.1.1 Organization of the AWB
 - 4.1.1 Participation in the AWB itself
 - 4.1.2 Official certificate of participation
 - 4.1.3 Result lists on the Internet
 - 4.1.4 Fringe events
 - 4.1.5 AWB memento
 - 4.1.6 Issued start numbers may be kept as souvenir
 - 4.1.7 Catering on the race track and in the finish area
- 4.2 Apart from the organization and participation in the AWB, the Participant has no legal claim to the above-mentioned voluntary fringe benefits and/or additional services.

5 Cancellation, refund, cancellation of the event

- 5.1 If a cancellation is received by the Organizer in writing (letter, e-mail) no later than 14 days after registration, the entry fee paid will be refunded.
- 5.2 The Organizer recommends that each Participant takes out cancellation insurance for him/herself and his/her team members.
- 5.3 In case of cancellation of the event or shortening of the course due to force majeure (safety reasons, thunderstorms, cold, lack of snow, official requirements etc.), non-participation or cancellation of the competitions for reasons beyond the control of the Organizer, the Participant has no right to a refund of the starting fee and also no right to compensation for other damages, such as travel or accommodation costs.
- 5.4 A refund of the entire entry fee will only be made in the following special cases:
 - 5.4.1 If all starting places have already been allocated when the Participant registers.
 - 5.4.2 If the number of starting places for a sport is subsequently limited.
 - 5.4.3 In the event of timely cancellation (see point 12).

6 Liability / Disclaimer

- 6.1 The Participant is aware and accepts that participation in the competitions is associated with risks that can cause injury to life and limb as well as damage to property, especially for the Participant. Furthermore, the Participant may also cause damage to other persons or objects due to the given risks.
- 6.2 The Participant is aware and accepts that he/she voluntarily exposes him/herself to risk under competition conditions. Even under the best possible conditions with regard to organization, safety, but also physical and mental fitness of the Participant, dangerous situations, accidents and similar damaging events cannot be excluded.
- 6.3 It is the Participant's own responsibility to take out appropriate accident and/or health insurance, repatriation insurance, business interruption insurance, etc. (see also point 7.2).
- 6.4 The Organizer and all persons attributable to them (see point 6.5) shall only be liable for at least negligent conduct, but with the following limitations:
 - 6.4.1 Liability for damage to property and financial losses caused by slight negligence is excluded.
 - 6.4.2 Liability for pure financial losses, consequential losses and lost profits is completely excluded, regardless of the degree of fault.
 - 6.4.3 If the Participant should exercise his or her sporting activity (participation) on the basis of earning money or to secure his or her livelihood, he or she shall not be deemed as a consumer. In particular, if he/she is a professional athlete and/or ongoing sponsoring contracts have been concluded with him/her. In this case, the Organizer and his vicarious agents are only liable for property damage and financial losses caused by gross negligence or intent. Furthermore, liability is limited to the overall sum insured for the event.

- 6.4.4 The Organizer does not assume any liability for any objects stored free of charge.
- 6.5 The Participant shall indemnify the Organizer and all natural and legal persons who are attributable to the Organizer, or who have granted the Organizer rights to carry out the event against third parties, who claim damages due to illegal behaviour on the part of the Participant, to the full extent (thus in particular also for any legal defence costs). Persons attributable to the Organizer include, in particular, all employees and representatives of the Organizer, the communities of St. Anton am Arlberg, Pettnau and Flirsch, as well as the landowners over which the AWB course is routed.
- 6.6 The Participant will additionally sign this disclaimer in the form provided for this purpose on site when collecting the starting documents in person, and in the case of minors also the legal representative (see point 3.10).

7 Assurance of the Participant

- 7.1 The Participant undertakes and hereby confirms that he/she has taken out appropriate liability insurance for damages caused to the Organizer or third parties within the scope of the AWB.
- 7.2 The Participant declares that he/she has adequate health insurance that also covers transport, medical and treatment costs in Austria. In addition, the Participant is advised to take out further insurance, e.g. accident insurance.
- 7.3 The Participant declares that he/she will obtain detailed information about the course (the route), the facilities and equipment as well as the terrain in advance. He/she will inform the Organizer immediately if he/she believes that they are unsafe or that there are unacceptable risks. By participating in the AWB event, the Participant acknowledges that he/she considers the course to be acceptable for participation.
- 7.4 The Participant is solely responsible for the condition and suitability of his/her own equipment.
- 7.5 Participants guarantee not to throw away any rubbish or other objects (e.g. empty drinking bottles) on the course. Violation of this obligation entitles the Organizer to exclude the Participant from further competition or to disqualify him/her from later competitions. Furthermore, the Participant has to pay for any damages, e.g. removal costs.
- 7.6 The Participant undertakes to behave appropriately at all times, to treat all persons, facilities and equipment with respect and to participate in the event with a cooperative and positive attitude.
- 7.7 The Participant or, in the case of minors, the legal representative, affirms that he/she is of full age; furthermore, he/she affirms that all information provided by him/her is complete and truthful.
- 7.8 The Participant affirms that he/she is in good health and physically able to participate in the AWB without endangering his/her person or third parties. He/she also affirms that no practicing doctor has advised or warned against participation.
- 7.9 The Participant acknowledges that he/she is responsible for continuously monitoring his/her own physical and mental fitness during the competition and that he/she must withdraw from the competition immediately and notify the responsible marshals as soon as his/her continued participation should pose a danger to him/herself or others.
- 7.10 The Participant undertakes to monitor his or her own fitness to participate in the event no later than the day of the competition. In case of doubt, the competitor must consult a doctor. The Organizer and his assistants will not carry out any (medical) tests regarding the physical and mental fitness of the Participant.
- 7.11 In case of unconsciousness or other inability to make own medical decisions, the Participant authorizes the medical rescue services (e.g. paramedics, doctors) deployed at the AWB to make medical decisions on his/her behalf and authorizes in particular the use of an automated external defibrillator (AED).
- 7.12 The Participant hereby agrees to pay all costs for emergency medical care and patient transport.
- 7.13 If minors participate in the AWB, the above assurances are given by the legal representative for the minor.

8 Duration of the contract

- 8.1 The rights and obligations resulting from these terms and conditions and the contract concluded on the basis thereof shall apply until the end of the AWB.
- 8.2 If the nature of the matter makes it necessary to have a longer contract period, this shall apply (e.g. point 9).

9 Choice of law and place of jurisdiction

- 9.1 These terms and conditions as well as the contract concluded between the Participant and the Organizer and all claims arising from the legally effective existence or non-existence of these terms and conditions and the contract are agreed to be governed by substantive Austrian law to the exclusion of the provisions of Austrian international private law. It is to be noted that this choice of law clause does not deprive the Participant of the mandatory provisions of his or her country of residence if that country of residence is a member of the European Economic Area (EEA). These mandatory provisions shall apply in such a case and offer supplementary protection.
- 9.2 It is agreed between the Organizer and Participant that the sole place of jurisdiction for all legal disputes arising from a contract concluded or to be concluded on the basis of these terms and conditions and the contract itself, shall be the place of jurisdiction for A-6580 St. Anton am Arlberg. However, the Organizer may also take legal action against the contractual partner at another legal domestic or foreign place of jurisdiction.

10 Image and video material, intellectual property rights

- 10.1 The Participant agrees that the Organizer, including its vicarious agents, sponsors and media companies ("Authorized Persons") may record image and/or video material as well as pure audio material ("Material") of him/her in any manner whatsoever within the scope of the competitions and participation during AWB.
- 10.2 Furthermore, the Participant agrees that the Authorized Parties may, at their own discretion, use this material for the promotion of AWB and subsequent similar competitions and for the marketing of the Arlberg and Tyrol Tourism Region, in particular broadcast it and make it available to third parties. This material may also be used commercially. The Participant is not entitled to remuneration for this.
- 10.3 There is no time limit on the exercise of these rights by the Authorized Persons.
- 10.4 All rights to the material belong to the Authorized Persons.



Signature

11 Data protection and data processing

- 11.1 The Organizer expressly declares its compliance with all regulations relevant to data protection, in particular Regulation (EU) 2016/679 of the European Parliament and the Council of 27th April 2016 on the protection of individuals with regard to the processing of personal data, on the free movement of such data and on the repeal of Directive 95/46/EC ("Basic Data Protection Regulation") and the Federal Act on the Protection of Individuals with regard to the Processing of Personal Data (Data Protection Act - DSGVO).
- 11.2 In this context, reference is made to the independent data protection declaration of the Organizer, which the Participant must read, take note of and accept in any case in addition to the conditions.
- 11.3 The data protection declaration is available at www.arlberger-waldbeisser.at

12 Right of withdrawal

- 12.1 For Participants who are consumers, a right of withdrawal in accordance with the following structure applies. Consumers are all Participants who are not covered by point 6.4.3.
- 12.2 A contractual partner who is a consumer within the definition of the Consumer Protection Act shall have the right to revoke this contract within 14 (fourteen) days without stating reason.
- 12.3 The revocation period is 14 days from the date of the completed registration (see point 2.5).
- 12.4 If this right of revocation is exercised within the time limit, the consumer is no longer bound by his/her registration. Decisive for exercising the right of cancellation is the date on which the declaration of withdrawal was sent to the Organizer.
- 12.5 The right of withdrawal shall be directed to the: St. Anton am Arlberg Tourist Office, Dorfstraße 8, 6580 St. Anton am Arlberg; events@stantonamarlberg.com
- 12.6 In order to comply with the withdrawal period, it is sufficient that the notification of the exercise of the right of withdrawal is sent before the end of the withdrawal period.
- 12.7 As a result of a justified revocation, the Organizer must repay the transferred entry fee received from the Participant without delay and, at the latest, within fourteen days from the day on which the Organizer received the notification of revocation of this contract. For this repayment, the Organizer shall use the same means of payment that the Participant used for the original transaction.

13 Other provisions

- 13.1 If provisions of these terms and conditions are, or become invalid, or if there is a loophole, the remaining provisions shall remain in force. In place of the invalid provision or to fill the gap, an appropriate provision shall be deemed to have been agreed which comes closest to the hypothetical will of the contracting parties, or which was agreed in accordance with the spirit and purpose of the agreement, had this point been considered.
- 13.2 The Organizer may at any time transfer their rights and obligations in whole or in part to third parties.
- 13.3 Contestation of the contract for reasons of error by Participants who are not consumers is excluded.
- 13.4 Insofar as terms referring to natural persons are only used in the masculine form in this contract, they refer to both women and men equally.

Starting number

Signature

Name in capitals