

## General Terms and Conditions

### STUBAI ULTRATRIL- URBAN 2 GLACIER

#### § 1 Field of application - validity

(1)The STUBAI ULTRATRIL (following called SUG) is an event of the PLAN B event company GmbH.

(2)Updated versions of these terms and conditions will be published on the homepage [www.stubai.at/ultra-trail](http://www.stubai.at/ultra-trail). They are, in their then-current form, part of the contract between organizer and participant.

#### § 2 Terms and conditions of participation – safety measures

(1)Every experienced, healthy and well-trained runner/walker is entitled to start and must be at least 18 years old. An exception is the BASICTRAIL, where you are allowed to start at the age of 16 years with a written permission of the parents. Participants take full, personal responsibility for their health standing. You have to be aware of the distance and characteristic challenges (night, cold weather, perhaps snow, rain, wind, difference in elevation) the event poses and prepare for them accordingly. Everyone who has signed up and registered according to the rules and who is in possession of an official start number tag of the SUG is eligible for participation.

(2)Organizational measures will be announced to the participants by the organizer prior to the start of the event. Instructions of the organizer and event staff are to be followed without exception. If these instructions are not complied with and this disrupts the normal operational process of the event or jeopardizes the safety of participants or visitors, the organizer is entitled to exclude or disqualify the endangers participant in question. Legally binding declarations can be made by authorized event personnel only.

(3)All rules, hints and instructions contained in the invitation, the guides and supplementary instructions shall constitute a direct contractual obligation to the participant. Any claims concerning the contract or the services of the tourism organization Stubai Tirol provided by PLAN B event company GmbH irrespective its legal ground, are to be realised exclusively at the end of the event, i.e. within one month after the contractual end of SUG, and exclusively towards tourism organization Stubai Tirol.

#### § 3 Registration – participation fee – terms of payment – reimbursement - cancellation

(1)Registrations can be only accepted on our homepage [www.stubai.at/ultra-trail](http://www.stubai.at/ultra-trail) by registering online using the "web form". Registrations are binding for the applicant. After successful completion of the registration process the applicant will receive a confirmation including payment. A binding contract will only be accomplished after the applicant's receipt of an explicit registration and payment confirmation. Payment must be made in full directly by registering.

(2)The **entry fee** will be the following:

STUBAI ULTRATRIL- URBAN2GLACIER: € 90,00 (till April 1<sup>st</sup> 2017),  
€ 105,00 (April 2<sup>nd</sup> 2017 – June 25<sup>th</sup> 2017)

STUBAI BASICTRAIL NEUSTIFT2GLACIER: € 40.00 (till April 1<sup>st</sup> 2017),  
€ 50,00 (April 2<sup>nd</sup> 2017 – June 25<sup>th</sup> 2017)

There is also another fee available, the so called FLEXRATE, where you can choose the distance until the start, it is € 125,00 per person.

With **registration on site**, there will be an additional fee of € 10,00 to the starter fee.

(3)Payments can be made by

- direct debit
- credit card
- Pay Pal

(4)The organizer will send the confirmation after receiving the registration application and the entry fee. The organizer reserves the right to **exclude or disqualify** a participant at any time, if he or she has provided false personal data, he or she is subject to a ban by an international/ a national association or if the participant is suspected of taking part in the race after having taken banned substances (doping).

(5)The right to participate is not transferable without explicit approval of the organizer. It is possible to **change one time** either the **person** or the **distance** until June 1<sup>st</sup> 2017. For changes from June 2<sup>nd</sup> to June 22<sup>nd</sup> 2017 there will be a fee of € 15,00 to change it. After June 23<sup>rd</sup> 2017 there is no more changing possible.

(6)In case a registered participant does not start the race or declares to the organizer his or her withdrawal, he or she is not entitled to get a refund of the entry fee. There won't be any shipping of the starter package.

(7)In the registration process, the participant will receive the necessary documents only if he or she provides his/her personalised liability disclaimer or identity card/passport. Should the participant be unable to pick up those documents in person, he or she must give a third person power of attorney to do it for him/her. The documents cannot be mailed.

(8)The tourism organization Stubai Tirol and PLAN B event company GmbH can exclude or cancel the contract with a participant of the event if:

he or she violates the regulations and/or rules and instructions (before or during the event),

he or she keeps disturbing the event or jeopardizes his/her own safety or the safety of someone else, or endangers his/her own safety or safety of others,

he or she fails to comply with the instructions of the event management or staff members,

the participant disturbs materially the fulfilment of the contract in any other way or his/her behaviour is not in conformity with the contract in such a way that an immediate termination of the contract becomes justified.

In the event a contract is terminated by the tourism organization Stubai Tirol or PLAN B event company GmbH, it will be eligible for the total price;

(9)For the SUG 2017 the following conditions apply to **cancellations**:

In case of cancellations up to and including June 1<sup>st</sup> 2017 the participant will receive a refund of the entry fee, minus the working fee of € 8,00.

Cancellations from June 2<sup>nd</sup> 2017 will not be accepted. In that case there won't be a refund of the starter fee or the starter package will be granted.

The refund will be paid 60 days after receiving the written cancellation.

It is recommended to participants to get a travel cancellation insurance.

(10) Cancellations can only be accepted when submitted in writing.

#### § 4 Cancellation of the event - failure to commence the race

In case of cancellation of the event due to force majeure, failure to commence the race or cancellation due to reasons the organizers are not in power of (like bad weather), the participant has no right to claim a refund of the entry fee or a proportionate reimbursement for other damages, such as travel expenses or accommodation costs.

#### § 5 Liability disclaimer

With the previous registration, the participant submits a self-willed and binding registration for an event of his/her choosing by the tourism organization Stubai Tirol, without requiring further proof by the event organizer, possession of the skills and experiences that are mentioned and required by all participants under heading 1 of the rules. Compensation claims brought forward by the participant against the event organizer, for whatever legal reason, are excluded. Each participant agrees to waive all

legal claims against the organizer or promoter, as well as their helpers or agents. This does not apply, if the organizer, his legal representatives or his agents have acted with intent or with gross negligence in the execution of his duties or if the organizer is duly liable due to accountable damages resulting from injuries to the life, the body or the health of a person or the breach of constitutive contractual obligations.

The participant consents to be subjected to tests and inspections on his/her person and personal equipment as ordered by the race jury.

The participant knows, understands, and fully acknowledges the conditions of participation as well as the rules and regulations. The participant expressly confirms that he or she has fully read, understood and accept the rules, guidelines, and conditions detailed within this document.

The participant agrees to the publication of photographic and other audiovisual materials as well as the public ranking of each runners name obtained during the event. With the release of an e-mail address, the participant knowingly allows PLAN B event company GmbH and the tourism organization Stubai Tirol to use this email address to send additional event information.

The participant certifies with his/her signature that their participation in this event will be at their own risk and that adequate insurance coverage (valid in foreign countries as well) exists in case of an accident or injury.

Furthermore, by starting at the event the participant solemnly affirms to be unaware of any health concerns that would undermine his/her participation in the race and that his/her physical level of performance meets the requirements that such an alpine endurance race places on the body and mind.

The organizer will not be liable for health risks of a participant that are in any way connected with taking part at the PLAN B event company GmbH. By starting at the event the participant solemnly affirms to be unaware of any health concerns that would undermine his/her participation in the race

and that his/her physical level of performance meets the requirements that such an alpine endurance race places on the body and mind. The participant has to take charge of his own equipment according to the regulations.

The organizer will not be liable for lost valuables, clothing or equipment.

The organizer disclaims all liability for damages that may arise because a participant is prevented by legal regulations and/or governmental orders to partake in the event.

Costs for third party services, e.g. rescue services, have to be paid by the participant. The organizer reserves the right to charge any of these costs to the participant.

It is strongly recommended to have a private abroad health insurance , which includes helicopter use and patient transport back home.

## § 6 Data acquisition and utilization

(1)Participants agree that personal data can be provided to a third party for the purposes of timekeeping, compiling lists of the results, as well as publication of those lists on the internet.

(2)Personal data provided in the registration process by the participant will be stored and used for purposes that are connected with executing the event only, especially with regard to data necessary for the payment process (§ 28 BundesdatenschutzG). By registering the participant agrees that his/her data is stored for that purpose.

(3) Participants agree that photos, video material, and interviews made in connection with his/her participation in the event can be broadcasted and published on TV, the radio, in print, books, photo copies (video footage, video tapes, etc.) without fees. Moreover, participants agree that personal data can be provided to a third party commissioned by the organizer for the purpose of mailing photos of participants on the course or in the finish. However, participants do hereby not declare that they may want to purchase such a photo.

(4) The participant agrees that his/her last name, first name, year of birth, team name, starting number and results (placings, times) may be published in all print media relevant to the event (participant list, scoring board) and in all electronic media such as the internet.

(5) Participants can declare in writing (fax or e-mail) their objection to the publication of their personal data with the organizer.

(6) The participant herewith accepts that the PLAN B event company GmbH can use his/her E-Mail address to send him/her further information.

## § 7 Statute of Limitation

Any claims by the participant towards the tourism organization Stubai Tirol and PLAN B event company GmbH, irrespective of its legal ground, are subject to the statute of limitation of one year after the contractually specified end of the race event.

The legal place of jurisdiction for any settlement of dispute(s) is the regional court Innsbruck. The legal and contractual relationship between the participant and PLAN B event company GmbH shall be entirely subject to Austrian law.

### Operator:

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