

GENERAL TERMS AND CONDITIONS

STUBAI ULTRATRAIL – URBAN 2 GLACIER



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§ 1 Field of application – validity

(1) The STUBAI ULTRATRAIL (called SUT hereafter) is an event of the tourism association Stubai Tirol. The PLAN B event company GmbH is charged with the organization and execution of the event.

(2) Updated versions of these terms and conditions will be published on the homepage www.stubai.at/ultra-trail. Then current, they are part of the contract between organizer and participant.

§ 2 Terms and conditions of participation – safety measures

(1) Every experienced, healthy, and well-trained runner or walker is entitled to participate and must be at least 18 years of age. Participants fully and personally take over responsibility for their health condition. They must be aware of both the distance and specific challenges the event poses (including night, bad weather, as well as snow, rain, wind, and difference in elevation) and prepare accordingly. Everyone who has signed up and registered following the established rules and who is in possession of an official SUT number tag is entitled to participate.

(2) Organizational measures that are reasonably deemed relevant are notified to participants prior to the event. All instructions on the part of the event organizer and staff must be adhered to without exception. If these instructions are not followed, the regular operational process of the event is disrupted, or the safety of participants or visitors is jeopardized, the organizer has the right to exclude or disqualify the respective participant. Only authorized event personnel can make legally binding declarations.

(3) All rules, hints, and instructions contained in the invitation, the guides, and supplementary instructions constitute direct contractual obligations to participants. Any complaints concerning the contract or services of the tourism association Stubai Tirol, irrespective their legal ground must be brought to notice exclusively within one month after the contractual end of SUT, and solely towards the tourism association Stubai Tirol.

§ 3 Registration – participation fee – confirmation of participation – terms of payment – reimbursement – cancellation – insurance

(1) Registration takes place either online via our homepage or using the provided web form. Registration is binding for the applicant. After successful completion of the registration process, the applicant will receive an online confirmation including an acknowledgement of payment. Payments become due immediately and must be made directly after registering. If the participation fee is not paid in due time, the organizer has the right to withdraw from the contract by revoking the confirmation of registration. In this case, a general expense fee of € 50,00 per participant will be charged.

(2) **Entry fees** for the respective races and distances are as follows:

STUBAI ULTRATRAIL- URBAN2GLACIER: € 98,00 (till January 31th 2018),
€ 110,00 (February 1st 2018 to June 25th 2018)

STUBAI BASICTRAIL NEUSTIFT2GLACIER: € 48,00 (till January 31th 2018),
€ 58,00 (February 1st 2018 to June 25th 2018)

STUBAI GLACIERTRAIL MUTTERBERG2GLACIER: € 24,00 (till January 31th 2018),
€ 29,00 (February 1st 2018 to June 25th 2018)

The exact range of services for a starting place can be found on the homepage.

Registration on site leads to an additional fee of € 10,00.

(3) Possible payment options include:

- Direct debit
- Credit card
- PayPal
- Instant bank transfer (SOFORT Überweisung)



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(4) After receiving the registration application and the entry fee payment, the organizer will send a receipt confirmation. The organizer reserves the right to **exclude or disqualify** a participant at any time, if he or she has provided any personal information that is untrue or inaccurate, if he or she is subject to an effective ban by an international or national association or if the participant is suspected of having taken banned substances (doping).

(5) Participation is only transferable, to a third party or within the distances, free of charge up to four weeks before event start and in consultation with the organizer. For changes that occur up to one week before the event, a fee of € 10,00 will be charged. Thereafter, it is no longer possible to send a substitute or change the distance. Each registration can only be changed once and is final after that.

(6) As part of the registration process, participants will receive the necessary documents only upon delivery of their signed declaration of liability. Each participant must personally pick up his/her bib number as well as sign the declaration of liability.

(7) The tourism association Stubai Tirol and the PLAN B event company GmbH can exclude a participant or cancel the respective contract, if:

- he or she violates the regulations and instructions (before or during the event),
- he or she keeps disturbing the event or jeopardizes his/her own safety or the safety of others,
- he or she fails to comply with the instructions of the event management or staff members,
- the participant materially disturbs the fulfilment of the contract's requirements 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.

If the event contract is terminated by the tourism organization Stubai Tirol or PLAN B event company GmbH, they are entitled to the total participation fee.

(8) For the SUT 2018 the following conditions apply to **cancellations**:

- In case of cancellation up to eight weeks prior to event start; participants receive 70% of the participation fee.
- In case of cancellation up to four weeks prior to event start; participants receive 50% of the participation fee.
- After expiry of the above-mentioned deadlines, no refund will be given.
- Reimbursements will be made within seven working days after having received the written cancellation.

Since bib numbers are personalised, transfers are only permitted on the part of the event organizer and not by participants.

It is recommended to participants to take out a private insurance (e.g. FINISHERSCHUTZ).

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

§ 4 Cancellation of the event – failure to commence the race

(1) In case of cancellation of the event or specific course sections due to force majeure, failure to commence the race or cancellation due to reasons outside the organizer's reasonable control (like bad weather), the participant has no right to claim a (partial) refund of the entry fee or a proportionate reimbursement for other expenses, such as travel expenses or accommodation costs.

(2) If a registered participant does not start or declares his/her non-participation to the organizer, there is no entitlement to a refund of the participation fee.



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§ 5 Liability disclaimer

- (1) With the predefined registration, the participant makes a binding declaration to an event of his/her choosing by the PLAN B event company and assures, without requiring further proof by the event organizer, to be capable of the special skills and experiences mentioned and required by all participants under heading one of the rules.
- (2) Compensation claims brought forward by the participant against the event organizer, for any legal reason, are excluded. This does not apply if the organizer, legal representatives or agents have acted with intent or gross negligence in the execution of their duties or if the organizer is duly liable due to accountable damages resulting from harm to life, body or health of a person or the breach of constitutive contractual obligations.
- (3) The participant consents to be available for tests and inspections concerning his/her person and personal equipment as ordered by the event organizer.
- (4) The participant knows and fully acknowledges the conditions of participation as well as the valid rules and regulations. The participant expressly confirms that he or she has fully read, understood, and accepts the rules, guidelines, and conditions detailed within this document.
- (5) With their signature, participants declare participation in the event at their own risk and that, in case of an emergency, adequate insurance coverage (also valid abroad) exists.
- (6) The organizer assumes no liability for any health risks of a participant. Furthermore, by the beginning of 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 and mental level of performance meets the requirements that such an alpine endurance race posits. The participant has to take care of his/her own equipment according to the regulations.
- (7) The organizer will not be liable for lost valuables, clothing or equipment.
- (8) The organizer disclaims all liability for damages that may arise because a participant's appearance is prevented by legal regulations and/or governmental orders.
- (9) Costs for third party services, e.g. rescue services, have to be fully borne by the participant. The organizer reserves the right to demand any of these costs from the participant.
- (10) It is strongly recommended to have a private foreign health insurance, which includes helicopter use and patient transport back home.

§ 6 Data acquisition and utilization

- (1) With their registration, participants agree that personal data can be gathered and passed on to third parties for the purposes of timekeeping, rankings, and results as well as publication of respective lists on the Internet.
- (2) Personal data provided as part of the registration process will be stored and used only for purposes that are connected with executing the event, especially with regard to data necessary for the payment process. By registering, participants agree with the storage to this end.
- (3) Participants agree that photos, videos, and interviews made in connection with their participation in the event can be broadcasted and published on TV, the radio, in print, in books and reproduced (video footage, video tapes, etc.) without claim for remuneration. Moreover, participants agree that personal data can be passed on to a third party commissioned by the organizer for the purposes of mailing photos of participants. However, participants do 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, bib and results (rankings, times) may be published in all print and electronic media relevant to the event.
- (5) Participants can enter their objection against the publication of personal data in writing, via fax or e-mail.
- (6) By providing an e-mail address, the participant accepts that the PLAN B event company GmbH can use this address in order to send further event information.



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§ 7 Statute of limitation

Any claims made by the participant towards the tourism organization Stubai Tirol and PLAN B event company GmbH, irrespective of their legal ground, come under the statute of limitation after one year from the contractually scheduled end of the event.

The legal place of jurisdiction for any settlement of dispute(s) is the regional court of 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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