

GENERAL TERMS AND CONDITIONS

STUBAI ULTRATRAIL - "EPIC TRAILS. EPIC VALLEY."

§ 1 APPLICATION - VALIDITY

- (1) The STUBAI ULTRATRAIL "EPIC TRAILS. EPIC VALLEY." (hereafter referred to as SUT) is an event organized by the Tourismusverband Stubai Tirol KöR. PLAN B event company GmbH is commissioned with the organization of the event.
- (2) The terms and conditions are published online at www.stubai-ultratrail.com. They are part of the contract between the organizer and the participant in the version valid at the time of registration.

§ 2 TERMS AND CONDITIONS OF PARTICIPATION - SECURITY MEASURES

- (1) All healthy, experienced and well-trained runners who have reached the age of 18 (for exceptions, see the rules) are eligible to participate. Each participant is fully responsible for their own state of health. They must be aware of the distance and the special features (night, cold, possibly snow, rain, wind, altitude) of the event and prepare for it accordingly. Anyone who has duly registered and is in possession of an official SUT start number can participate.
- (2) The organizer will inform the participants of any organizational measures before the start of the event. The instructions of the organizer and his appropriately identified staff must be followed. In the event of violations that could disrupt the proper course of the event or endanger the safety of the other participants, the organizer is entitled to exclude the person concerned from the event at any time and/or to declare the person disqualified. Legally binding declarations can only be made to the participants by the organizer's authorized group of persons. The participant expressly declares that he/she will recognize and strictly follow the Covid-19 measures of the organizer and the authorities that are in force during the event!
- (3) All regulations, information and specifications contained in the invitation and in additional instructions constitute a direct contractual obligation for the participant. Claims of any kind related to the contract or the services provided by the Stubai Tyrol Tourism Association must be asserted by the participant to the Stubai Tyrol Tourism Association within one month of the contractually scheduled end of the SUT after the end of the event.
- (4) SUT Stubaier Höhenweg Registration Criteria

A successfully completed, kilometer race in the period from January 1, 2023 to June 15, 2025 that meets the following criteria:

- The race is rated at least 5 ITRA points, or has a UTMB race category of 100K / 100M $\,$
- Your result in this race is at least 550 points according to ITRA or UTMB race score

§ 3 REGISTRATION – ENTRY FEE – CONFIRMATION – PAYMENT TERMS – REIMBURSEMENT – CANCELLATION – INSURANCE

- (1) Registration is done online on the homepage. Registration is binding for the participants. After completing the registration process, participants will receive a confirmation including confirmation of the payment received. Payment is due in full directly upon registration. If the participation fee is not paid on time, the organizer has the right to withdraw from the contract by revoking the registration confirmation. In this case, a processing fee of €50.00 per participant will be charged.
- (2) The participation fee for the individual distances is as follows:

| Distances | Scale of prices until 31.01.25 | 01.02.25 until 30.04.25 | 01.05.25 until 23.06.25 |
|---------------------------|--------------------------------|----------------------------|----------------------------|
| STUBAIER HÖHENWEG | € 195 | € 195 | € 195 |
| STUBAI ULTRA | € 115 | € 130 | € 145 |
| STUBAI CLASSIC | € 85 | € 100 | € 115 |
| STUBAI EXPRESS | € 55 | € 70 | € 85 |
| STUBAI SUNNENSEIT'N TRAIL | € 40 | € 45 | € 50 |

The exact scope of services for each starting place can be found on the homepage. A late registration fee of ≤ 20.00 will be added for each registration on site.

- (3) Payments can be made as follows:
- · SEPA direct debit, PayPal, credit card





- (4) The organization will send a registration confirmation to the participants after receiving the registration and the entry fee. The organizer reserves the right to disqualify and/or exclude a participant from the event at any time if the participant has provided false personal data when registering, is subject to a ban by an international/national association, or if there is suspicion that the participant is taking part after taking unauthorized substances (doping).
- (5) Participation can only be transferred to a third party for a fee of €25.00 by the registration deadline and with the organizer's consent. After that, it is no longer possible to transfer registration to another person. Each registration can only be changed once and then it is
- (6) If an event is already fully booked, transfers are only possible to a limited extent and the deadlines may differ from the rule in point
- (7) Participants will only receive their starting documents upon registration, upon presentation of their signed declaration of liability and personal ID. Participants must pick up their starting number and sign the declaration of liability in person.
- (8) The Tourismusverband Stubai Tirol and PLAN B event company GmbH reserve the right to exclude participants from the event and/or to terminate the contract with the participant if:
- · the participant violates the regulations and/or rules and instructions (before or during the event),
- · the participant disturbs the event persistently or endangers him-/herself or others,
- · he/she does not follow the instructions of the event management or the staff,
- · he/she behaves in such a way contrary to the contract that the immediate cancellation of the contract is justified.

If the Tourismusverband Stubai or PLAN B event company GmbH terminate the contract with the participant, they will receive the claim to the participation fee.

- (9) The following cancellation policy applies:
- If you cancel your registration by June 1, 2025, you will receive a refund of 50% of the entry fee. After the above-mentioned deadline, the entry fee will not be refunded.
- \cdot The refund will be made within seven working days of receipt of the written cancellation.

Since the start numbers are personalized, they may only be passed on to third parties by the organizer and not by the participant.

It is recommended in advance to take out private insurance.

(10) A cancellation of the present registration by the participant can only be made in writing.

§ 4 CANCELLATION OF THE EVENT - NON-COMPETITION

- (1) In the event of cancellation of the event or individual sections of the route due to force majeure (e.g. bad weather, pandemics), nonparticipation or termination of the race for reasons for which the organizer is not responsible, the participant is not entitled to a refund/partial refund of the participation fee or compensation for other damages such as travel or accommodation costs.
- (2) If a registered participant does not show up at the start or declares his non-participation to the organizer beforehand, there is no right to a refund of the participation fee.
- (3) If the STUBAI HÖHENWEG cannot take place for safety reasons (weather, route conditions, etc.), the organizer reserves the right to rebook all participants on the STUBAI ULTRA route. The participant is not entitled to a partial refund of the participation fee or compensation for other damages such as travel or accommodation costs.

§ 5 DISCLAIMER

- (1) By registering, the participant bindingly registers for the event of the PLAN B event company GmbH chosen by him and assures, without further examination by the organizer, that he has the special previous experience and knowledge mentioned in point 1 of the regulations.
- (2) Claims for damages against the organizer by the participant, regardless of the legal basis, are excluded. This does not apply if the organizer, his legal representatives or agents have acted intentionally or with gross negligence, or for damages for which the organizer is responsible, such as injury to life, limb, health or essential contractual obligations, for which liability is mandatory.
- (3) The participant agrees to submit to any checks ordered by the organizer.
- (4) The participant is fully aware of and accepts the conditions of participation and the valid regulations. He expressly declares that he has fully read, understood and accepted all the rules, regulations and conditions contained therein.
- (5) By signing, the participant declares that he/she is participating in the event at his/her own risk and that he/she is sufficiently insured against accidents (including abroad).
- (6) The organizer assumes no liability for health risks of the participant in connection with participation in this event. The participant declares with the start of the event that there are no health concerns regarding his participation and that his conditional level of performance meets the requirements of such an alpine endurance competition. He is responsible for ensuring that his equipment is in perfect condition in accordance with the regulations.





- (7) The organizer assumes no liability for lost valuables, clothing and equipment, including during the transport of baggage (clothing bags, drop bags, etc.).
- (8) The organizer is not liable for any reduction in performance that may occur if the participant is prevented from participating in whole or in part due to legal regulations and/or official orders.
- (9) If the participant or the organizer commissions third parties, e.g. to alert the emergency services, the costs incurred are to be borne by the participant themselves or the organizer has the right to collect any costs incurred from the participant.
- (10) It is highly recommended that you take out private health insurance that also covers helicopter operations and return transportation.

§ 6 DATA COLLECTION AND UTILIZATION

- (1) By registering, the participant declares that he/she agrees that the data provided in the registration form may be recorded for timekeeping, placement and results and may be passed on to third parties and for publication on the Internet.
- (2) The personal data provided by the participant upon registration will be stored and processed only for the purposes of conducting and processing the event. This applies in particular to the data necessary for payment processing. By registering, the participant consents to the storage of the data for this purpose.
- (3) The participant agrees that photos, film recordings and interviews made in connection with his/her participation in the event may be distributed and published on the radio, television, print media, books, social media (Facebook, Instagram, event website, PLAN B homepage, Youtube, etc.) without any claim for compensation. Furthermore, the participant agrees to the disclosure of his personal data for the purpose of sending the participant photos that are produced by a company contracted by the organizer. However, the participant does not hereby declare that he wishes to purchase such a photo.
- (4) The participant agrees to the publication of his/her name, first name, year of birth, team name, starting number and results (rankings and times) in all event-related print media (list of participants, list of results, etc.) and in all electronic media such as the Internet.
- (5) The participant can object to the disclosure and publication of his/her personal data to the organizer in writing or by email.
- (6) By providing his/her e-mail address, the participant agrees that the Stubai Tyrol Tourism Association and PLAN B event company GmbH may use it to send him/her information.

§ 7 STATUTE OF LIMITATIONS

Claims of the participant against the Tourismusverband Stubai Tirol and PLAN B event company GmbH, regardless of the legal basis, become time-barred one year after the contractually scheduled end of the event.

The court of jurisdiction for disputes arising from the contract concluded with the participant is the Innsbruck Regional Court. Austrian law applies exclusively to the entire legal and contractual relationship between the Stubai Tourist Board and the participant.

Please note: For reasons of readability, the masculine form has been chosen in the text, but the information nevertheless refers to members of both genders.

Organizer:

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Organization:

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As of 31.10.2024

