

# **TERMS AND CONDITIONS OF PARTICIPATION**

HYROX Season 06 (2023/2024) – Germany and Austria

## **1. GENERAL INFORMATION**

- 1.1.** Upsolut SPORTS GmbH with the U.S. subsidiary and its licensees, whose registered office is at 322 Bahrenfelder Strasse, 22765, Hamburg, Germany (“Upsolut”, “we” or “us”), organises the event “HYROX – the World Series of Fitness Racing” (“HYROX”). HYROX comprises several events staged indoors in various cities around the world, with the world championship as the season highlight and conclusion. HYROX fitness race competitions are staged: (i) individually (“Single Divisions”) in HYROX PRO MEN/PRO WOMEN, HYROX MEN/ WOMEN and HYROX ADAPTIVE MEN/ ADAPTIVE WOMEN; (ii) as a partner competition (“Doubles Divisions”) in HYROX DOUBLES MEN/WOMEN/MIXED/PRO MEN/PRO WOMEN; and (iii) as a relay competition (“Relay Divisions”) in HYROX RELAY MEN/WOMEN/MIXED.
- 1.2.** HYROX events are organised and staged indoors subject to all applicable laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures in the context of Covid-19 of any governmental authority that apply to participants (“you”) (together “Applicable Laws”).

## **2. THESE TERMS & CONDITIONS**

- 2.1.** These Terms and Conditions (“T&Cs”) set out and comprise all of the legal terms applying between us and you in relation to your registration to participate and your participation in any HYROX events taking place in Germany, Austria and Switzerland (each an “Event”). They are part of the agreement that you are concluding with us when registering for an Event.
- 2.2.** We reserve the right at our discretion to amend these T&Cs (and the format, date and structure of any Event), including if there is a change in the Applicable Laws; We will notify you if we implement any such changes.

## **3. EVENT REGISTRATION**

- 3.1.** To register to participate as an athlete in any Event, you must via our website:
  - 3.1.1.** truthfully complete the Event’s race booking form which is available on Upsolut’s website. In doing so, you must not use any false information or misrepresent the information of another person as applying to you. Anyone who uses false or misleading information or documents in order to gain entry will have their registration cancelled and may be banned from participating in future Events. The use of false documents to obtain an entry may be a criminal offense;
  - 3.1.2.** provide your consent to the storage and processing of your data in accordance with the provisions of the European General Data Protection Regulations;
  - 3.1.3.** confirm your acknowledgment and acceptance of these T&Cs; and

- 3.1.4.** agree to pay Upsolut the fee payable by you to Upsolut in consideration of your participation in the relevant Event ("Fee").
- 3.2.** Your completion of the above registration process constitutes a binding, irrevocable and unconditional offer by you to participate in the relevant Event in accordance with these T&Cs.
- 3.3.** Once we confirm your registration by email and request to further personalize your race ticket, a binding contract is entered into between us for you to participate in the relevant Event in accordance with, and subject to, these T&Cs (to the exclusion of all other terms and conditions save where expressed to the contrary in these T&Cs). Please note that there is no right of withdrawal pursuant to § 312g II Nr. 9, 4<sup>th</sup> alternative of the German Civil Code as our agreement comprises of services relating to a time-fixed leisure activity.
- 3.4.** In order to participate as an athlete in any Event, you must:
- 3.4.1.** be sixteen (16) years of age or older,
  - 3.4.2.** be in generally good health;
  - 3.4.3.** at Upsolut's reasonable request, be willing to disclose your state of health (including with supporting confirmation from a qualified medical professional, for example in the form of a doctor's note);
  - 3.4.4.** be duly registered to participate in such Event;
  - 3.4.5.** have duly personalized your race ticket as documented by a QR code assigned to your ticket; and
  - 3.4.6.** be accredited in accordance with these T&Cs and in possession of an official start number.
- 3.5.** You are solely responsible for assessing the health requirements for your participation in any Event. You acknowledge and agree that: (i) your state of health may change during the period between registering to participate in any Event and such participation (including due to viral infection, illness or injury); and (ii) you bear this risk alone and may not terminate this contract due to subsequent viral infection, illness or injury. You shall solely bear all costs that you incur in complying with clause 3.4.3 of these T&Cs.
- 3.6.** If you are under the age of eighteen (18) at the time of registration, you need the consent by our parent or other legal guardian to enter and must provide us with the corresponding declaration during the personalization process by means of an upload. If you do not comply with this requirement, Upsolut may terminate our contract (and revoke your participation in the Event in question) and your Fee will be refunded (minus any services fee already accrued in accordance with clause 5.2 of these T&Cs).
- 3.7.** Spectators may purchase tickets (each a spectators' ticket) for any of the Events whereas participation as a spectator is also subject to further personalization of the ticket before the Event. Furthermore, Upsolut reserves the right to require spectators to provide evidence of their state of health at the time of the Events, if necessary by providing evidence in the appropriate form as set out in clause 3.4.3 of these T&Cs. Spectators must also bear the risk of any subsequent deterioration in their state of health following the purchase of their tickets and any costs that they incur in the provision of any required proof of good health.

**3.8.** Upsolut reserves the right to disqualify and/or exclude you from participating or attending any Event at any time and without any right to a refund of the Fee, or associated costs of participation in the Events if:

- 3.8.1.** you provide false personal information to us, including during registration;
- 3.8.2.** you have failed to personalize your ticket before the Event;
- 3.8.3.** there is reasonable suspicion that you are not in generally good health;
- 3.8.4.** your actions and/or omissions (whether before, during or after any Event) endanger the safety of any other participants, spectators or our staff members or other representatives; or
- 3.8.5.** there is reasonable suspicion that you are in possession or under the influence of any substances (performance-enhancing or otherwise) at the time of any Event.

**3.9.** Registration to participate as an athlete in any Event may be part of a voucher. Vouchers may not be transferred to any other person or third parties.

#### **4. TRANSFER / CHANGE OF REGISTRATION**

If you wish to change or transfer your registration ticket as an athlete you may do so depending on your event category as set out hereinafter.

**4.1.** Single Event-Category: If you register for a Single Event, you may change any of the following in relation to your registration ticket no later than 1 week before the start of the relevant Event:

- 4.1.1.** the participant who is competing if the new participant is of the same gender (subject to payment of any additional Fee due to a different price level of the new ticket);
- 4.1.2.** the Event you are competing at to an Event of the same year and within the same country, (subject to payment of any additional Fee due to a different price level of the new Event);

**4.2.** Doubles Event-Category: If you register for a Doubles Event, you may change any of the following in relation to your registration no later than 1 week before the start of the relevant Event:

- 4.2.1.** either or both of the participants who are competing if the respective new participant is of the same gender (subject to payment of any additional Fee due to a different price level of the new ticket);
- 4.2.2.** the Event you are competing at to an Event of the same year and within the same country (subject to payment of any additional Fee due to a different price level of the new Event);
- 4.2.3.** the HYROX competition you are competing in from Doubles to Single due to illness of one partner. Please note that there shall be no reimbursement of any Fee as the registration of the ill doubles partner becomes void.

**4.3.** Relay Event-Category: If you register for a Relay Event, you may change any of the following in relation to your registration no later than 1 week before the start of the relevant Event:

- 4.3.1.** any of all of the participants who are competing if the respective new participants are of the same gender as the original participants (subject to payment of any additional Fee due to a different price level of the new ticket);
  - 4.3.2.** the Event you are competing at to an Event of the same year and within the same country as the original Event (subject to payment of any additional Fee due to a different price level of the new Event);
- 4.4.** Any changes to the respective Event (clauses 4.1.2., 4.2.2. and 4.3.2.) and/or the division (clause 4.2.3.) is subject to the requested Event and/or division being still open for registration (i.e., not sold-out).
- 4.5.** Any change relating to the participant who is competing in accordance with clause 4.1.1., 4.2.1. and 4.3.1. is limited to another person of the same gender than the original participant and subject to the acceptance of the T&Cs by such a new person. Any change of the division category (i.e., men to women, pro men to pro women, man to women or mixed, women to pro women as well as men to pro men and vice versa) is explicitly excluded (only exception in case of illness of one partner as stated in clause 4.2.3.)
- 4.6.** Any change relating to the Event you are competing at in accordance with clause 4.1.2., 4.2.2. and 4.3.2. is limited to another Event taking place in the same territory than the territory of origin (Germany or Austria).
- 4.7.** You may make any of the registration amendments listed in clauses 4.1. to 4.3. online at <https://vivenu.com/support>. Please note that (i) any such amendments cannot be combined but must be made individually one at a time and (ii) are subject to an additional processing fee of EUR 15 per each amendment.
- 4.8.** Notwithstanding any other provisions of these T&Cs, if you register to participate in any Event under or using a voucher (as described in clause 3.9.), you may not change the participant competing at the Event in question.
- 4.9.** The change and/or transfer of a spectators' ticket is not possible in general.

## **5. THE FEE, CHARITY FEE, SERVICE FEE AND TERMS OF PAYMENT**

- 5.1.** All listed prices on our registration page are stated to be inclusive of VAT.
- 5.2.** In addition to the Fee, a service fee (amounting to 5% of the total value of the Fee) is payable upon submission of any registration to participate in any Event. This must be paid by you in addition to the Fee.
- 5.3.** The Fee and service fee are due for payment immediately upon Event registration. Such payments may be made by:
  - 5.3.1.** credit or debit card;
  - 5.3.2.** Google Pay;
  - 5.3.3.** Apple Pay; and
  - 5.3.4.** Visa Checkout.

- 5.4.** If payment is not processed for any reason whatsoever, Upsolut is entitled to terminate our contract immediately without liability. You shall be liable for all costs reasonably associated with such termination amounting to EUR 10 plus additional bank charges.

## **6. ARRIVAL / ACCESS TO THE EVENT**

- 6.1.** Upon arrival at an Event and subject to your presentation of:

- 6.1.1.** your official registration confirmation with QR code;
- 6.1.2.** your proof of identity; and
- 6.1.3.** if applicable, proof of your state of health,

you will receive your starting documents and be granted access to such Event, provided you are not showing any typical symptoms of illness (including but not limited to shortness of breath, coughing or fever).

- 6.2.** Upsolut reserves the right to request further explanation from you regarding your health status. If, at any Event, you display typical symptoms of illness (such as shortness of breath, cough or fever) or other indications of a viral infection, Upsolut may remove you from the Event in question with no refund of the Fee.
- 6.3.** You must check your starting documents for completeness upon receipt. Your timing chip, contained in the starting documents, must be returned to the Event staff in the finish area immediately after crossing the finish line. If your timing chip is lost or damaged by you, Upsolut reserves the right to recover from you all attributed costs amounting to EUR 45.00.

## **7. POSTPONEMENT / CANCELING OF THE EVENTS**

- 7.1.** Upsolut is under no obligation to hold the Events and, subject to the remainder of this clause 7, may without liability postpone or cancel, or change the time or location of, any or all of the Events for any reason, including due to:
- 7.1.1.** circumstance not within Upsolut's reasonable control (including circumstances leading to so called "economic impossibility");
  - 7.1.2.** a decision to protect the safety of any members of the public or Event participants; or
  - 7.1.3.** any changes to the Applicable Laws.
- 7.2.** If any Event for which you are registered is canceled altogether, you shall be entitled to a free rebooking to an alternative HYROX event of your choice taking place within Germany or Austria during the same or next season of Events.
- 7.3.** If any Event for which you are registered is postponed, your contract with us (including these T&Cs) shall remain unaffected and your registration shall remain valid for the next rescheduled edition of the postponed Event in question.
- 7.4.** Notwithstanding clauses 7.2 and 7.3 of these T&Cs, if: (i) any Event for which you are registered is canceled or postponed; and (ii) you can demonstrate to Upsolut's satisfaction

that, as a result, you have been caused significant undue financial hardship, Upsolut may, at its sole discretion, refund the Fee to you.

**7.5.** Any refunds of the Fee will exclude the service fee incurred pursuant to clause 5.2.

## **8. PARTICIPATION / INFRINGEMENT RISK, LIABILITY, LIMITATION AND DISCLAIMER OF LIABILITY**

- 8.1.** Participation in any Event is at your own risk and requires that you are healthy and in good physical condition. It is your responsibility to check your health beforehand. With your registration, accreditation and participation, you expressly declare that you are aware of the specific dangers of the Event and that there are no health concerns regarding your participation.
- 8.2.** By registering for any Event, you acknowledge that you can become infected with Covid-19 or other viruses during the Event in the course of your participation.
- 8.3.** If not otherwise set out in clause 8.4 of these T&Cs Upsolut is only liable for any intentional or grossly negligent behavior in connection with staging and conducting the Event. In case of an infringement of a Material Obligation (as defined hereinafter) by any ordinary negligent behavior, our liability is limited to damages that would arise in the ordinary course of events and be reasonably foreseeable; in case of any other infringement by ordinary negligent behavior we are not liable at all. A Material Obligation shall mean and include any obligation that is required for the implementation of the agreement and as such may be trusted to be properly fulfilled.
- 8.4.** Notwithstanding any provision in these T&Cs, Upsolut does not seek to exclude or limit its liability for death or personal injury caused by Upsolut's negligence or the negligence of any of its officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by any of the Applicable Laws.
- 8.5.** We assume no liability for lost clothing, valuables and equipment belonging to participants that were not handed over to us for safekeeping. You should therefore be insured accordingly.
- 8.6.** Insofar as Upsolut's liability is excluded or limited, this also applies to the personal liability of its employees, representatives and vicarious agents.

## **9. PRIVACY AND DATA PROTECTION, PHOTO AND IMAGE RIGHTS**

- 9.1.** You acknowledge and agree that Upsolut may use any information provided by you for the following purposes:
  - 9.1.1.** the enforcement of Upsolut's legal rights;
  - 9.1.2.** to publish information relevant to participants' finishing times in the Events;
  - 9.1.3.** to send you health and safety and other relevant information relating to the Events;
  - 9.1.4.** to notify you of events, activities, publications and services that may be of interest to you should you consent to receiving these from Upsolut;
  - 9.1.5.** to notify you of any amendments to these T&Cs and/or any of the Events in accordance with clause 2.1; and
  - 9.1.6.** to comply with the Applicable Laws.
- 9.2.** Upsolut is entitled, either itself or through authorised third parties, to make audio and video recordings and take photographs of the Events as well as your name, image and voice of the

participants during the Events (collectively "Media Content") and to use these for documentation, information and advertising purposes in all media (including without limitation print, TV, radio and internet media) without any restrictions in terms of time or location and to allow all official HYROX partners and/or sponsors the same unrestricted use and application.

- 9.3.** Upsolut shall use best efforts to ensure that the Media Content produced at the Events will only be used in connection with HYROX, even if passed on to authorised third parties.
- 9.4.** Upsolut has the right to store, use, broadcast, display and/or reproduce all Media Content on all media, including but not limited to radio, television, cinema, at events, on data carriers or on the Internet to be published without restriction. This also includes the right to make changes, edits, interruptions, deletions or other modifications to the Media Content and to use it without restriction. Upsolut may transfer these rights to third parties.
- 9.5.** You have no right to approve or reject the publication of any of the Media Content or to any form of reimbursement, compensation or payment if you are mentioned, depicted or reproduced on any of the Media Content.
- 9.6.** Sportograf Digital Solutions GmbH, whose registered office is at 170 Süsterfeldstrasse, 52072, Aachen, Germany ("Sportograf") will digitally photograph HYROX on Upsolut's behalf. In addition, Sportograf offers you the opportunity to purchase competition pictures from it. You may also purchase a photo package from Upsolut when making your HYROX booking as annex to your registration. In this case you will enter into an agreement with us. You consent to Upsolut sharing any of your data with the Sportograf, and agree to be contacted by the Sportograf in relation to your participation in the Event. Upsolut shall require the Sportograf not to share your data with any party other than Upsolut for marketing purposes.
- 9.7.** In relation to medical matters, you agree that:
  - 9.7.1.** your personal information may be stored, used and disclosed by Upsolut in connection with the organisation and administration of the Events and for the compilation of statistical information. If you become ill during or after an Event and/or receive medical attention or treatment either from medical staff, other medical service providers to the Events as contracted by Upsolut, or any doctor or hospital, you authorise such persons to provide details (including details of medical treatment) to Upsolut or others authorised by them; and
  - 9.7.2.** you consent to medical assistance and/or medical care being given to you in the case of illness, injury or an emergency situation, should this occur during an Event, such assistance to be given by Upsolut, its employees, contractors or other trained personnel conducting the Events (which may include the use of anaesthetics).
- 9.8.** You shall not take, record and/or transmit any sound, image and/or description of the Events other than for your exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Events for any commercial purposes).

## **10. COMPETITION RULES**

The regulations of the HYROX Rulebook apply to each Event (available at: <https://hyroxgermany.com/rulebooks/>). By registering, you accept these regulations as binding.

## **11. GENERAL**

- 11.1.** These T&Cs have been drafted in the German language and may be translated into other languages. In the event of any discrepancy between the German and any translated version, the German version shall prevail.
- 11.2.** The contract between us constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to our contract which is not already set out in these T&Cs.
- 11.3.** The contract between us (including these T&Cs) is governed by the laws of Germany. The parties agree that the competent courts located the seat of the respective defendant party shall have exclusive jurisdiction to settle any dispute arising under or in connection with our contract.

### **ORGANIZER**

Upsolut Sports GmbH  
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### **MANAGING PARTNERS**

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