



## GENERAL TERMS AND CONDITIONS

### Women's Trail Zell am See-Kaprun 2022

#### § 1 FIELD OF APPLICATION – VALIDITY

(1) The Women's Trail Zell am See-Kaprun (called WT hereafter) 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.womens-trail.com](http://www.womens-trail.com). 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. Girls at the age of 14 to 17 are entitled to start with the company of their mother or a written power of attorney of a legal guardian. Every participant bears full personal responsibility for her state of health. Everyone who has signed up and registered following the established rules and who is in possession of an official WT 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. The participant expressly declares to acknowledge and strictly follow the Covid-19 measures of the organizer and the authorities valid during the event!

(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 irrespective their legal ground must be brought to notice exclusively within one month after the contractual end of the WT, and solely towards the PLAN B event company GmbH.

#### § 3 REGISTRATION – PARTICIPATION FEE – CONFIRMATION OF PARTICIPATION – TERMS OF PAYMENT – REIMBURSEMENT – CANCELLATION – INSURANCE

(1) Registration takes place online via our homepage. Registration is binding for the attendees. After successful completion of the registration process, the attendee 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:

Women's Triple (all 3 races) € 170 incl. food.  
3-day Trailfriend package from € 266.

The exact scope of services for a starting place package can be found on the homepage.  
Late registrations on site will be charged with an additional fee of € 10.

At a later date the days can also be booked individually, the starter package can then be found online

Night on the trail € 22  
Panorama Trail Long or Short € 44  
Lake run € 33

(3) Possible payment options include:

- Direct debit
- PayPal
- Creditcard

(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 up to September 10th, 2022 and in consultation with the organizer, a fee of € 20,00 will be charged. Thereafter, it is no longer possible to send a substitute. Each registration can only be changed once and is final after that.

(6) In case the event is sold out upfront re-registrations are limited possible and deadlines mentioned in point (5) deviate from the rules.

(7) 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 her bib number as well as sign the declaration of liability.

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- (8) The PLAN B event company GmbH can exclude a participant or cancel the respective contract, if:
- she violates the regulations and instructions (before or during the event),
  - she keeps disturbing the event or jeopardizes her own safety or the safety of others,
  - 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 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 PLAN B event company GmbH, they are entitled to the total participation fee.

- (9) For the WT 2022 the following conditions apply to cancellations:
- In case of cancellation up to and including June 23th, 2022, the participants receive 100% of the participation fee, minus the working fee of
    - € 10,00 for the Night on Trail
    - € 10,00 for the Panorama Trail Short and Long
    - € 10,00 for the Lake Run
    - € 20,00 for the Triple
    - € 25,00 for the 3-days all-inclusive trailfriend package
  - In case of cancellation up to and including 10 September 2022, the participants receive 50% of the participation fee, minus the working fee of
    - € 0,00 for the Night on Trail
    - € 0,00 for the Panorama Trail Short and Long
    - € 0,00 for the Lake Run
    - € 20,00 for the Triple
    - € 25,00 for the 3-days all-inclusive trailfriend package
  - 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 as well as mountain rescue insurance.

- (10) 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, pandemics), 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 her non-participation to the organizer, there is no entitlement to a refund of the participation fee.

## § 5 LIABILITY DISCLAIMER

(1) With the predefined registration, the participant makes a binding declaration to an event of 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 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 she has fully read, understood, and accepts the rules, guidelines, and conditions detailed within this document.

(5) With their signature, participant declares participation in the event at her 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 her participation in the race and that her physical and mental level of performance meets the requirements that such an alpine endurance race posits. The participant has to take care of her own equipment according to the regulations.

(7) The organizer will not be liable for lost valuables, clothing or equipment also during the baggage transport (clothes bag, drop bag, etc).

(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.

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(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 the registration, the participant agrees 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 for this purpose.

(3) The participant agrees that photos, videos, and interviews made in connection with her participation in the event can be broadcasted and published on TV, the radio, in print, in books and social media (Facebook, Instagram, eventwebsite, PLAN B Homepage, Youtube, etc.) without claim for remuneration. Moreover, the participant agrees that personal data can be passed on to a third party commissioned by the organizer for the purposes of mailing photos of participants. However, the participant does not declare that she may want to purchase such a photo.

(4) The participant agrees that 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) The participant can enter her 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.

## § 7 STATUTE OF LIMITATION

Any claims made by the participant towards the 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 Munich. The legal and contractual relationship between the participant and PLAN B event company GmbH shall be entirely subject to German law.

### **Operator and organizer:**

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