

# General Terms & Conditions

## Article 1: Definitions

1.1. For the purpose of these General Terms & Conditions, the following definitions are used:

a. Event: all components including but not limited to running competitions, walking tours, Kwaakerrun, Business Run, Student Run, VenloopKids Running Academy and other components that are part of the event organized by Stichting Venloop or the “Venloop”;

Event: running events, walks, Running Academy and other components of the event to be organised known as "Weir Venloop";

b. Participant: a natural person, not acting as an entrepreneur, who has registered for participation in the Event in a manner permitted by the Organiser, either individually or via sponsoring by a company;

c. Agreement: the agreement relating to participation of the Participant in the Event;

d. Organiser: the legal entity (in this matter the Stichting Venloop) with which a Participant has entered into an Agreement;

e. Sponsor: companies and/or organisations that support the Event by means of financial contributions, goods and/or services, as stated in a sponsor agreement;

1.2. These General Terms & Conditions apply to all offers made by the Organiser and/or to all agreements entered into between the Organiser and the Participant as well the execution thereof

1.3 If any uncertainty exists regarding the interpretation of one or more provisions of these General Terms & Conditions, the explanation must be found ‘in the spirit’ of these provisions. The original Dutch text of these General Terms & Conditions prevails in the explanation and interpretation of the terms.

1.4 Deviating clauses to these General Terms & Conditions can only be invoked by the Participant if and in so far they have been accepted in writing by the Organiser.

1.5 The invalidity or voidability of any provision of these General Terms & Conditions or agreements to which these terms apply does not affect the validity of the remaining provisions. The Organiser and the Participant are obliged to replace provisions that are void or invalid by valid provisions to the same effect as far as possible as the invalid provisions.

## Article 2: Participation

2.1 Participation in the Event is only possible if the following conditions have been satisfied:

a. Participant is a natural person;

b. Participant must have reached the minimum age specified by the Organiser for the Event or for a specific component of the Event;

c. Participant has completed the registration form fully and truthfully and returned it signed to the Organiser; (if applicable)

d. Participant has fully paid the registration fee in time;

e. Participant has agreed to these General Terms & Conditions

2.2 By signing the registration form, as referred to in Article 2.1 sub c of these General Terms & Conditions, the Participant authorises the Organiser to send a single, pre-authorised direct debit to the bank of the Participant to deduct an amount (the registration fee) from the Participant's account and authorises the participant's bank to deduct an amount from the Participant's account once as instructed by the Organiser. If the participant is not in agreement with this transaction, the Participant can reverse the transaction later. The Participant must in this case contact his or her bank within eight weeks after the debit transaction was made. The Participant can request the conditions from his or her bank.

2.3 The Participant must take place personally in the Event. A person other than the Participant is therefore not permitted to take part in the Event.

2.4 The Participant is forbidden from transferring his or her rights derived from the agreement to a third party without prior written approval of the Organiser, other than by using the (digital) channels provided by the Organiser and applying the regulations which relate to these possibilities.

2.5. If the Participant is unable to participate in one of the components of the Event, the registration fee, with the deduction of € 5 administration costs, will be refunded, provided Participant cancelled participation 3 months before the event of the year concerned. If, for whatever reason, a Participant of the Running Academy cancelled participation 3 months before the event of the year concerned, € 45 of the participation fee will be refunded. With the Kwaakerrun this is reported on the website where applicable if a date for a refund is set. Other payments on the grounds of the agreement will not be refunded, unless previously indicated otherwise by the Organiser in writing.

2.6 If a participant has chosen to receive the starting pack/start number by post, failure to receive this, or not receiving it in time, will not result in a refund of the participation fee. The participant can report to the info point before the walk, or the registration office close to the start of the run, before the events start and on handing over email confirmation/proof of registration will be given a new start number. Failure to receive the starting pack/start number by post will not lead in any instance to a refund of the costs already paid.

2.7 The Organiser reserves the right to amend the route in certain parts or in its entirety and to cancel components of the Event due to extreme weather conditions or other calamities whereby the Event or components of it cannot reasonably be expected to proceed. Under exceptional circumstances, the Organiser may also decide to prematurely end, postpone or neutralise the Event, or components thereof. If any of the conditions described above occurs, no registration fee will be refunded. See also 2.8.

2.8 The Organiser reserves the right to cancel, terminate prematurely or suspend the Event, or parts thereof, due to force majeure. For the purposes of these General Terms and Conditions, force majeure shall include: extreme weather conditions, fire, flooding, calamities, (terrorist) attack, accident, epidemic, pandemic, the late delivery of goods or services by third parties engaged by Organiser, cancellations or other regulations imposed by the government, and other circumstances outside the control of the Organiser's will.

2.9 The Organiser cannot be held liable for any costs incurred by the Participant if the Event has to be cancelled because of force majeure.

02:10 If the Event is cancelled because of force majeure, in principle no new date will be set; the next Event will, in principle, take place a year later. This shall be without prejudice to the Organiser's right to set a new date for the Event, if the Organiser considers a new date later in the same year to be reasonable.

2.11 The Organisation may disqualify Participants and/or remove them from the Event if they do not comply with these General Terms & Conditions or act in an unsportsmanlike or improper manner. The Organisation may remove Participants from the race for safety reasons, on medical grounds or in order to ensure the orderly conduct of the event. No correspondence or discussion will be entered into on this decision.

2.12 Limit times apply to the 5 km, 10 km, 15 km, 20 km distances (net finish times). The Organiser establishes these net finish times. Maintaining these net finish times is at the judgement of the Organisers and the police.

2.13 Participants who have been informed that they have exceeded the limit times will be disqualified. The Participant may no longer participate in the component of the Event concerned and must return to the finish under his or her own power. The police will bring up the rear of the running components of the Event. Any traffic control measures (if applicable) will be lifted after the police have passed.

2.14 Only athletes invited by the Organiser are eligible to qualify for the special cash prizes in the men's elite and women's elite categories. The cash prizes are established by the Organiser as follows:

**M35 thru M75+ / V35 thru V75+**

- |   |    |
|---|----|
| 1 | 50 |
| 2 | 40 |
| 3 | 30 |

The prizes must be accepted during the prize giving ceremony. The location and time will be announced by the Organiser. See also 2.16.

2.15 Participants will be classed into age categories based on their own date of birth. Starting in an older age category is not permitted.

- a. The categories for men for the half marathon are: Senior-M35-M40-M45-M50-M55-M60-M65-M70-M75+ and for women: Senior-V35-V40-V45-V50-V55-V60-V65-V70-V75+.
- b. The categories for the 10 km are the same as for the HM, namely: for men: Seniors-M35-M40-M45-M50-M55-M60-M65-M70-M75 + and among women: Seniors-V35-V40- V45-V50-V55-V60-V65-V70-V75 +.

The Organiser may change these categories. If the Organiser deems this necessary or desirable, the Organiser is entitled to change the categories without prior notice. Any changes will be announced on the website of the Event.

2.16 Prize money applies for the first three places in the categories stated in article 2.15 a. Regarding the award of (cash) prizes, if fewer than three participants finish in a category, the participants compete for the prize in the preceding category. The (cash) prizes will be awarded on the race day and must be collected in person at the awards ceremony.

2.17 If the anti-doping regulations are violated (Atletiekunie/IAAF) no starting fee and/or prize money will be awarded and any such sum will be recovered.

2.18 The results, and related prizes, are based on the gross time, unless expressly stated otherwise.

2.19 The bib with start number with the right name in line with our competition administration should be worn visibly by the Participant on the stomach.

2.20 Advertising on the bib with start number must not be folded out of sight and must be clearly visible. If the Organiser establishes that a Participant knowingly folds away advertising or otherwise makes it less visible, the Organiser may disqualify the Participant and remove them from the results.

2.21 The Participant is not permitted to wear sponsor names other than the sponsors of the Event and companies taking part in the business run. If a Participant acts in contravention of this article, the Organiser is entitled to disqualify the Participant and remove them from the results.

2.22 Participants are not permitted to be accompanied by cyclists, or otherwise, unless with the express written approval of the Organiser.

2.23 The Participant grants advance permission to the Organiser to publish photographs, images, video material and similar for promotional purposes. The first name, surname and place of residence will also be published via [www.venloop.nl](http://www.venloop.nl) and personal details may also possibly be shown via [www.uitslagen.nl](http://www.uitslagen.nl) and/or [www.inschrijven.nl](http://www.inschrijven.nl), for which Participant also grants permission.

2.24 Every Participant will be included in the race results, and must run wearing a time registration chip supplied by the Organiser. This chip should be attached in accordance with the instructions supplied or is already attached to the bib number. If a Participant does not wish to be included in the results, the Participant should explicitly express this via an e-mail. The result will in this case be stated anonymously.

2.25 In all cases not provided for by these regulations, the Organiser's decision is final.

### **Article 3: Liability**

3.1 Participation is at own risk. The Organiser shall not be liable for any damage whatsoever, which the Participant may suffer as a result of Participation, unless this damage is a direct result of wilful or gross neglect attributable to the Organiser. This exclusion of liability also applies to damages of a severe nature, such as all possible losses as a result of injury or death.

3.2 If, despite the provisions of the first paragraph of this article, the Organiser's liability for damage caused to the Participant must be assumed, the obligation of the Organiser to compensate for such damages is limited to the maximum amount the insurer of the Organiser will pay for such damages.

3.3 The Participant must be adequately insured against the risk of loss, which the Participant or a next of kin may suffer as a result of his or her death, injury or illness resulting from participating in the Event.

3.4 The Participant declares to be aware of the fact that participation requires both mental and physical fitness and declares to meet this requirement as well as having prepared adequately for the Event through training and in other ways. The Organiser expressly advises each Participant to undergo a sports medical examination in connection with his or her participation in the Event.

3.5 The Participant shall indemnify the Organiser for any damages third parties may suffer as a result of the Participant's actions or omissions relating to the Event. The Participant shall be adequately insured against the risk of liability for such loss.

3.6 On the same basis as the Organiser, sponsors of the Event and the municipalities in which the Event takes place are excluded from liability.

3.7 Expressing political, religious, discriminatory and/or offensive expressions in any form, individually and/or as a group, during the activities of the Venloop is forbidden. The organisers, or authorities designated by the organisers, are entitled to remove or exclude the participants from the event venue. The organisers are also entitled to amend this article and/or to declare it invalid or valid.

#### **Article 4: Personal data**

4.1 The Organiser will store all personal data provided by the Participant in a database. By entering into the Agreement, by way of registering to participate in the event, the Participant grants permission to the Organiser to use the personal data for the provision of information to the Participant as well as the provision of the personal data to the Organiser and its partners for the purpose of sending information to the Participant. The Participant shall be entitled at any time and without charge to indicate in writing or by e-mail his or her objection to receiving information from the Organiser or to the provision of personal data to third parties. The Organiser will then cease to send information and/or cease to provide personal data to third parties. By entering into the Agreement, by way of registering to participate in the event, the Participant grants permission to the Organiser to disclose his or her name and race results, for instance, through publication in newspapers and on the Internet. Personal details will be processed in accordance with European privacy legislation, in this case the General Data Protection Regulation (*Algemene Verordening Persoonsgegevens*) which comes into effect on 25 May 2018.

#### **Article 5: Settlement of disputes**

5.1 Any disputes between the Organiser and the Participant will be settled outside of court through arbitration in accordance with the Arbitration Rules of the *Atletiekunie* (Dutch Athletics Union) or, failing that, the rules of the Dutch Arbitration Institute. A dispute is deemed to exist if one of the two parties states that this is the case.

5.2 The agreement between the Organiser and the Participant and its implementation is governed by Dutch law.

#### **Article 6: Business Run**

6.1 The General Terms & Conditions of the Business Run apply additionally to these General Terms & Conditions. Participants in the business run are also part of the general individual ranking.

**Article 7: Disqualification**

7.1 The Organiser and the medical staff have the right to remove or disqualify a Participant from the Event.

**Article 8: Following instructions**

8.1 The instructions of the police, medical services, officials or employees of the Organiser must be followed immediately and to the letter. The indicated route must also be followed. Failure to follow instructions may result in disqualification.

**Article 9: Traffic regulations**

9.1 The road traffic regulations act and the Road Traffic and Signs regulations remain in force during the Event, unless expressly indicated otherwise in situations where the Organiser has been granted exemption.

**Article 10: Merchandise**

10.1 The Stichting Venloop functional running shirt may differ from the design that has been published via the media channels used by Stichting Venloop.

**Article 11: Kwaakerrun**

11.1 Articles 2.5.2.12.2.13.2.14.2.17 and 6.1 do not apply to the Kwaakerrun, running and walking.