



## Rules & Regulations Rabobank Roermond City Run

### **Article 1: Definitions**

1.1 In these rules and regulations the following terms are used:

- a. *event*: the (running) race organised by the organiser, as well as all related activities;
- b. *participant*: a natural person who or the legal entity that has registered to take part in the event in a manner determined by the organiser;
- c. *registration*: the right acquired by a participant by entering into the agreement to take part in one or more parts of the event;
- d. *agreement*: the agreement between a participant and the organiser in regards to participation in the event;
- e. *organiser*: the legal entity which organises the event, currently known as Stichting Roermond City Run, as well as the persons who may lawfully represent the legal entity;
- f. *category*: a category of the event to be designated by the organiser, which may include but is not limited to distance, age or gender;
- g. *minimum or maximum age*: the age limits set by the organiser for each event;

1.2 These rules and regulations apply to every agreement between the organiser and one or more participants.

### **Article 2 : Participation and (cash) prizes**

- 2.1. Participation in the event is open exclusively to participants who satisfy the minimum and maximum age requirements set by the organiser for that category;
- 2.2. Participation in the event is permitted only if the participant has registered for the event through the channels indicated by the organiser, he has accepted the applicability of these rules and regulations and he has paid the full amount of the registration fee due, unless the organiser has expressly exempted him from one or more of the conditions in writing;
- 2.3. It is not permitted to complete the event, or one or more of its parts, other than in the manner stipulated by the organiser;
- 2.4. The registration is personal and non-transferable. In special cases, the organiser may, at the request of a participant, decide to allow the transfer of a registration once and in a limited and expressly stated way. The transfer can only take place with the prior consent of the organiser;
- 2.5. By entering into the agreement for one or more categories of the event, the participant undertakes to pay the organiser the applicable registration fee for that category. The organiser will inform the participant about the way in which the entry fee can be paid. Restitution of once paid entry fees is not possible;
- 2.6. A (cash) prize linked to one or more events will be awarded on the basis of the net time achieved by the participant(s) per category, if and insofar as the requirements set by the organiser have been met.

### **Article 3 : Personal data and intellectual property rights**

- 3.1. By entering into the agreement the participant is deemed to agree to the processing of personal data supplied by him – including his name, (email) address, date of birth and bank details – by the organiser for the purpose of the participant's registration. The participant also agrees that the organiser will use the provided personal data to inform the participant about the event and his registration – all this in the broadest sense of the word – as well as to engage third parties for this purpose;

- 3.2. The participant may at any time object to the provision of information by the organiser and/or third parties as referred to in paragraph 1, as well as withdraw any consent once given by means of a written statement to that effect addressed to the organiser;
- 3.3. By entering into the agreement, the participant also grants express permission to make public at least his name and the results obtained in one or more categories of the event;
- 3.4. By entering into the agreement, the participant agrees to the production, use, storage, reproduction, distribution and publication of his/her portrait (rights) – in the broadest sense of the word – insofar as this is useful for the (promotional) objective and the reasonable interests of the organiser, without the organizer being required to pay any compensation.

#### **Article 4 : Liability**

- 4.1. Participation is at all times at the risk of the participant or his legal representative. By entering into the agreement the participant declares that he is in good, or at least sufficient, physical and mental health to take part in the event. The organiser explicitly advises the participant to undergo a medical examination prior to the event and to take out adequate insurance against any form of damage;
- 4.2. The organiser is never liable for any damage, whatever it may be called, which the participant suffers or may suffer as a result of participating in the event, unless the damage can be attributed to the organiser or third parties hired by him on the basis of deliberate intent or conscious recklessness;
- 4.3. In the event that it is established that the organiser is liable for damage suffered or to be suffered by the participant, the compensation to be paid by the organiser on that basis will always be limited to the maximum amount paid by the organiser's insurer as the case may be;
- 4.4. In the case that the event is cancelled for any reason whatsoever, the organiser is never liable for the costs incurred by a participant for the participation and/or any damage suffered or to be suffered.

#### **Article 5 : Traffic rules and instructions**

- 5.1. The Dutch Road Traffic Act 1994 («Wegenverkeerswet 1994») and the Dutch Road Traffic and Traffic Signals Regulations 1990 («het Reglement verkeersregels en verkeerstekens 1990») shall remain fully applicable during the event;
- 5.2. Instructions from police officers, persons appointed by the organiser and medical staff must be followed immediately and precisely. The provisions of the preceding paragraph may be overruled by the aforementioned persons or by (another representative of) the organiser;
- 5.3. Persons appointed by the organiser are entitled to make a binding decision to disqualify a participant, inter alia, but not exclusively, if instructions given by them as referred to in the preceding paragraph are not complied with;
- 5.4. The organiser reserves the right to determine the route to be followed for each event and to change all or part of the routes at any time;
- 5.5. The organiser is entitled to cancel the event for any reason whatsoever, including but not limited to extreme weather conditions or other unforeseen circumstances, if the event or one or more parts of the event cannot reasonably be held due to these circumstances, either individually or when considered together.

**Article 6: Other**

In all cases, the organiser shall have a binding decision as to whether these rules and regulations have been met or infringed and if so, in what way – in accordance with the rules and regulations – prosecution in the broadest sense of the word shall be commenced.

**Article 7: Choice of forum and applicable law**

- 7.1. In the event that a dispute of any nature arises between the organiser and the participant, this dispute will be settled by the competent court in Roermond. A dispute is considered to have arisen if at least one of the parties declares accordingly;
- 7.2. Dutch law applies to all disputes between the organiser and a participant.