

# TERMS AND CONDITIONS OF PARTICIPATION

## HYROX Season 06 (2023/2024) – Netherlands

### 1. GENERAL INFORMATION

**1.1.** Upsolut Sports GmbH, in collaboration with House of Sports under Sports Fitality, located at Kerkstraat 45, Ouderkerk aan de Amstel, organizes the event "HYROX – the World Series of Fitness Racing" ("HYROX Netherlands"). HYROX Netherlands comprises various indoor events in different cities worldwide, with the world championship as the season highlight and conclusion. HYROX fitness race competitions are held: (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 Netherlands is organized and staged in compliance with all applicable laws, statutes, regulations, codes, rules, guidelines, orders, permits, and approvals, including those related to the environment, health and safety, or sanitary measures in the context of Covid-19, of any governmental authority that apply to participants ("**you**") (collectively "**Applicable Laws**").

### 2. THESE TERMS & CONDITIONS

**2.1.** These Terms and Conditions ("**T&Cs**") outline all the legal terms between Upsolut Sports and House of Sports and you regarding your registration and participation in HYROX Netherlands events. They are part of the agreement formed when you register for an event.

**2.2.** Upsolut Sports and House of Sports reserve the right to amend these T&Cs (and the format, date, and structure of any event) at their discretion, including in the event of changes in Applicable Laws. You will be notified of such changes.

### **3. EVENT REGISTRATION**

**3.1.** To register as an athlete for any event, you must via our website:  
<https://hyroxnetherlands.com/>

**3.1.1.** Truthfully complete the event's race booking form available on the Upsolut Sports website. You must not use false information or misrepresent another person's information as your own. Registrations with false information will be canceled, and the participant may be excluded from future events. The use of false documents may be a criminal offense;

**3.1.2.** Provide consent to the storage and processing of your data in accordance with the provisions of the European General Data Protection Regulation (GDPR);

**3.1.3.** Confirm your acknowledgment and acceptance of these T&Cs; and

**3.1.4.** Agree to pay Upsolut Sports and House of Sports the fee payable for 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 further personalization of 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 (excluding all other terms and conditions unless expressly stated otherwise in these T&Cs). Please note that there is no right of withdrawal pursuant to Article 6:230g of the Dutch Civil Code, as our agreement comprises services relating to a time-fixed leisure activity. This exception is in line with the European Directive on Consumer Rights, which has been implemented in the Dutch legal framework. The specific provision, Article 6:230p, excludes the right of withdrawal for contracts related to leisure activities when a specific date or period of performance is agreed upon in the contract.

**3.4.** 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 Sports and House of Sports'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 Sports and House of Sports 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 spectator's 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 Sports and House of Sports reserve 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. A service fee, if applicable, will be communicated during the ticket purchase process.

**3.8.** Upsolut Sports and House of Sports reserve 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 a 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 a 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 the **next 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 the **next 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 the **next 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);

**4.4.** 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 (Netherlands).

**4.7.** You may make any of the registration amendments listed in clauses 4.1. to 4.3. online at [registration amendment link]. 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.

**4.10.** Transfer Fee: If you wish to change or transfer your registration ticket as an athlete, a transfer fee of EUR 15 per each amendment will be applicable. This fee is in addition to any other costs mentioned in clauses 4.1 to 4.3. The transfer fee is payable online.

## **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.

**5.3.5** IDEAL

**5.4.** If payment is not processed for any reason whatsoever, Upsolut Sports and House of Sports are 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 Sports and House of Sports reserve 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

Sports and House of Sports 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 Sports and House of Sports reserve the right to recover from you all attributed costs amounting to EUR 45.00.

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

**7.1.** Upsolut Sports and House of Sports are 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.** Circumstances not within Upsolut Sports and House of Sports'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 the Netherlands 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 Sports and House of Sports's satisfaction that, as a result, you have been caused significant undue financial hardship, Upsolut Sports and House of Sports may, at their 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 Sports and House of Sports are 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, their 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, they 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 Sports and House of Sports do not seek to exclude or limit their liability for death or personal injury caused by their negligence or the negligence of any of their 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.** They assume no liability for lost clothing, valuables, and equipment belonging to participants that were not handed over to them for safekeeping. You should, therefore, be insured accordingly.

**8.6.** Insofar as Upsolut Sports and House of Sports's liability is excluded or limited, this also applies to the personal liability of their employees, representatives, and vicarious agents.

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

**9.1.** You acknowledge and agree that Upsolut Sports and House of Sports may use any information provided by you for the following purposes:

**9.1.1.** The enforcement of Upsolut Sports and House of Sports'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 Sports and House of Sports;

**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 Sports and House of Sports are entitled, either themselves or through authorized 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 Sports and House of Sports 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 authorized third parties.

**9.4.** Upsolut Sports and House of Sports have 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 Sports and House of Sports 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 Sports and House of Sports's behalf. In addition, Sportograf offers you the opportunity to purchase competition pictures from it. You may also purchase a photo package from Upsolut Sports and House of Sports when making your HYROX booking as an annex to your registration. In this case, you will enter into an agreement with them. You consent to Upsolut Sports and House of Sports 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 Sports and House of Sports shall require the Sportograf not to share your data with any party other than Upsolut Sports and House of Sports 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 Sports and House of Sports in connection with the organization 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 Sports and House of Sports, or any doctor or

hospital, you authorize such persons to provide details (including details of medical treatment) to Upsolut Sports and House of Sports or others authorized 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 Sports and House of Sports, its employees, contractors, or other trained personnel conducting the events (which may include the use of anesthetics).

**9.8.** You consent to Upsolut Sports and House of Sports using your personal data for the purpose of medical assistance and care, including the transfer of such data to medical personnel involved in your treatment.

**9.9.** You acknowledge and agree that Upsolut Sports and House of Sports may also disclose your personal information to relevant third parties in connection with any legal or regulatory obligation imposed on them.

**9.10.** Upsolut Sports and House of Sports take data protection seriously and will process your personal data in accordance with their Privacy Policy. By participating in HYROX, you acknowledge that you have read and understood the Privacy Policy, available on the HYROX website.

## **10. MISCELLANEOUS**

### **10.1. GOVERNING LAW, JURISDICTION, AND VENUE**

**10.1.1.** These T&Cs, your registration, and participation in any event shall be governed by Dutch law.

**10.1.2.** You agree that the courts of Amsterdam, the Netherlands, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these T&Cs, your registration, and participation in any event.

### **10.2. AMENDMENTS TO THESE T&Cs**

**10.2.1.** Upsolut Sports and House of Sports reserve the right to amend these T&Cs at any time.

**10.2.2.** If any amendment to these T&Cs is necessary due to a change in the Applicable Laws, such amendment may be made with immediate effect and without notice.

**10.2.3.** Any other amendments to these T&Cs shall be made by notice from Upsolut Sports and House of Sports to you by way of email.

**10.2.4.** You shall have the right to object to any amendment to these T&Cs within 14 days of receiving notice of the amendment. If you object, your registration shall be canceled and any Fee paid by you shall be refunded to you.

### **10.3. SEVERABILITY**

**10.3.1.** If any provision of these T&Cs is or becomes invalid or unenforceable, the validity and enforceability of the other provisions of these T&Cs shall not be affected.

### **10.4. FORCE MAJEURE**

**10.4.1.** Upsolut Sports and House of Sports shall not be liable or responsible for any failure to perform, or delay in performance of, any of their obligations under these T&Cs that are caused by events outside their reasonable control (Force Majeure Event).

**10.4.2.** A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond Upsolut Sports and House of Sports's reasonable control and includes in particular (without limitation) the following: (i) strikes, lockouts, or other industrial action; (ii) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (iii) fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster; (iv) impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport; (v) impossibility of the use of public or private telecommunications networks; (vi) the acts, decrees, legislation, regulations, or restrictions of any government; and (vii) pandemic or epidemic.

### **10.5. NO PARTNERSHIP OR AGENCY**

**10.5.1.** Nothing in these T&Cs is intended to, or shall be deemed to, establish any partnership or joint venture between Upsolut Sports and House of Sports and you, nor constitute either party the agent of the other for any purpose.

**10.5.2.** You may not appoint an agent or subcontract your obligations under these T&Cs without the prior written consent of Upsolut Sports and House of Sports.

### **10.6. WAIVER**

**10.6.1.** A waiver of any right or remedy under these T&Cs or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

**10.6.2.** A failure or delay by Upsolut Sports and House of Sports to exercise any right or remedy provided under these T&Cs or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

## **11. HYROX® TRADENAME AND INTELLECTUAL PROPERTY RIGHTS**

**11.1.** Upsolut Sports are the sole owners of the trademark "HYROX," and all related intellectual property rights.

**11.2.** You are not permitted to use the HYROX name or logo for any commercial purposes without the express written consent of Upsolut Sports.

**11.3.** You may not use or reproduce the HYROX name or logo in any manner that implies a partnership, sponsorship, endorsement, or affiliation with HYROX without the express written consent of Upsolut Sports.

By agreeing to these terms and conditions, you acknowledge and agree to comply with all the provisions outlined herein.

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**ORGANIZER**

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