



HYROX

WORLD SERIES OF FITNESS RACING

TERMS AND CONDITIONS OF PARTICIPATION

ELITE15 MAJOR – HYROX Season 2024/2025 – THE NETHERLANDS

1. GENERAL INFORMATION

- 1.1. Under the auspices of and in collaboration with the genuine rightsholder Upsolut SPORTS GmbH, Hamburg/Germany (“**Upsolut**”), which is responsible for the overall management and international coordination of the HYROX Elite15 competition, **Sportsfitality B.V.** with registered offices at Kerkstraat 45, 1191 JD te Ouderkerk a/d Amstel, the Netherlands, doing business (“**Sportsfitality**” or “**we**” or “**us**”), organises, manages, stages and delivers the fitness racing event “*HYROX – the World Series of Fitness Racing*” within the territory of The Netherlands (“**Territory**”) as the local event organizer. Besides several mass-participation open-invite regular format fitness racing events for everybody, the HYROX world series comprises of four (4) Elite15 races (“**Majors**” each a “**Major**”) that are subject to individual qualification. These Majors are staged indoors in the individual race division HYROX PRO MEN/PRO WOMEN in various cosmopolitan cities around the globe and broadcast by livestream on YouTube.
- 1.2. The Majors are organised by the respective local event organizer 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 of any governmental authority that apply to participants (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 the participant (“**you**”) in relation to your registration to participate and your participation in a Major event (“**Event**”) taking place in the Territory. They are part of the agreement that you are concluding with us when registering for the Event.
- 2.2. We reserve the right at our discretion to amend these T&Cs (and the format, date and structure of an Event), including if there is a change in the Applicable Laws or amendments due to changes in the event structure. If we do implement such changes, we will notify you of any such changes in advance.

3. EVENT REGISTRATION

- 3.1. To register to participate as an Elite15 athlete in the Event, you must via our website:
 - 3.1.1. truthfully complete the Event booking form (which is available on the HYROX 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

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 applicable general data protection regulations and our privacy policy as set out on our website <https://hyroxnetherlands.com/privacy-policy/>;
 - 3.1.3.** provide your consent to the Elite15 Athlete's Waiver as set out on our website on https://hyroxnetherlands.com/wp-content/uploads/2024/09/2024_Elite15_Athlete-Waiver.pdf , and
 - 3.1.4.** confirm your acknowledgment and acceptance of these T&Cs.
- 3.2.** Your completion of the above registration process constitutes a binding, irrevocable and unconditional offer by you to participate in the Event in accordance with these T&Cs.
- 3.3.** Once we confirm your registration by email and ask you to further personalize your ticket, a binding contract is entered into between us for you to participate in the 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).
- 3.4.** To participate as an Elite15 athlete in the Event, you must:
 - 3.4.1.** hold a valid Athlete's License granted to you by Upsolut for the corresponding season,
 - 3.4.2.** be sixteen (16) years of age or older,
 - 3.4.3.** be in generally good health;
 - 3.4.4.** at Sportfitality'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);
 - 3.4.5.** be duly registered to participate in such Event;
 - 3.4.6.** have duly personalized your Event ticket as documented by a QR-/barcode assigned to your ticket; and
 - 3.4.7.** 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 an 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 3.4.4 of these T&Cs.
- 3.6.** If you are under the age of eighteen (18) at the time of registration, you must provide by upload a declaration of consent issued by your parent or other legal guardian, no later than 7 days before the Event in question. If you do not comply with this requirement, Sportfitality may terminate our contract (and revoke your participation in the Event in question).
- 3.7.** Spectators may purchase tickets for the Event whereas participation as a spectator is subject to further personalization of the ticket before the Event as documented by a QR-/barcode assigned to the ticket. Furthermore, Sportsfitality 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 3.4.4 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.** Sportsfitality reserves the right to disqualify and/or exclude you from participating or attending an Event at any time and without any right to a refund of the Fee, or associated costs of participation in the Event 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; or
 - 3.8.6.** you, at the time of the Event, are suspended by another sports or anti-doping organisation whereas Sportsfitality will adopt the issued suspension time frame.

4. THE FEE, SERVICE FEE AND TERMS OF PAYMENT

- 4.1.** All listed prices on our registration page are stated to be inclusive of VAT.
- 4.2.** 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 or attend in the Event. This must be paid by you in addition to the Fee.
- 4.3.** The Fee and service fee are due for payment immediately upon Event registration. Such payments may be made by:
- 4.3.1.** credit or debit card;
 - 4.3.2.** Google Pay;
 - 4.3.3.** Apple Pay; or
 - 4.3.4.** Visa Checkout.
- 4.4.** If payment is not processed for any reason whatsoever, Sportsfitality is entitled to terminate its contract with you immediately without liability. You shall be liable for all costs reasonably associated with such termination.

5. ARRIVAL / ACCESS TO THE EVENT

- 5.1.** Upon arrival at an Event and subject to your presentation of:
- 5.1.1.** your official registration confirmation carrying a QR-/barcode;
 - 5.1.2.** your proof of identity; and
 - 5.1.3.** if applicable, proof of your state of health,
- you will receive your starting documents, if you have registered as an Elite15 athlete, and be granted access to the Event, provided you are not showing any typical symptoms of illness (including but not limited to shortness of breath, coughing or fever).

- 5.2. Sportsfitality reserves the right to request further explanation from you regarding your health status. If, at the Event, you display typical symptoms of illness (such as shortness of breath, cough or fever) or other indications of a viral infection, Sportsfitality may remove you from the Event and, in case you are a spectator, with no refund of the Fee.
- 5.3. If you are participating as an Elite15 athlete, 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, Sportsfitality reserves the right to recover from you all attributed costs amounting to EUR 45,00 in total.

6. POSTPONEMENT / CANCELING OF THE EVENTS

- 6.1. Sportsfitality is under no obligation to hold the Events and, subject to the remainder of this clause 6, may without liability postpone or cancel, or change the time or location of the Event for any reason, including due to:
 - 6.1.1. circumstance not within Sportsfitality's reasonable control (including circumstances leading to so called "economic impossibility"),
 - 6.1.2. lack of necessary permits to stage the Event,
 - 6.1.3. a decision to protect the safety of any members of the public or Event participants, or
 - 6.1.4. any changes to the Applicable Laws.
- 6.2. If any Event for which you are registered is cancelled altogether, you shall be entitled to a free rebooking to an alternative Event within the Territory during the same or next Season subject to availability.
- 6.3. 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.
- 6.4. In case you are a spectator and if (i) the Event for which you are registered as a spectator is cancelled or postponed; and (ii) you can demonstrate to Sportsfitality's satisfaction that, as a result of the rebooking (clause 6.2.) or rescheduling (clause 6.3.), you have been caused significant undue financial hardship, Sportsfitality may, at its sole discretion, refund the Fee to you.
- 6.5. Any refunds of the Fee will exclude the service fee incurred pursuant to clause 4.2.

7. PARTICIPATION / INFRINGEMENT RISK, LIABILITY, LIMITATION AND DISCLAIMER OF LIABILITY

- 7.1.** Participation in the 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.
- 7.2.** By registering for the Event, you acknowledge that you can get injured or infected with viruses during the Event in the course of your participation.
- 7.3.** Subject to clause 7.4. of these T&Cs, and to the maximum extent permitted by law, Sportsfitality hereby excludes any liability for loss, damage or injury to you and/or your property arising under its contract with you or in connection with the Event, including any indirect or consequential loss or damage, such as loss of enjoyment or travel or accommodation costs, regardless of whether the loss or damage: (i) would arise in the ordinary course of events; (ii) is reasonably foreseeable; or (iii) is in the contemplation of the parties, or otherwise.
- 7.4.** Notwithstanding any provision in these T&Cs, Sportfitality does not seek to exclude or limit its liability (i) for fraud or fraudulent misrepresentation; (ii) for death or personal injury caused by Sportfitality's negligence or the negligence of any of its officers, employees or agents; (iii) damages of other financial loss caused as a consequence of our gross negligence, or (iv) for any other matter for which it is not possible to exclude or limit liability by Applicable Laws (including your statutory rights and rights as a consumer, if applicable).
- 7.5.** 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.
- 7.6.** Insofar as Sportfitality's liability is excluded or limited, this also applies to the personal liability of its employees, representatives and vicarious agents.

8. PRIVACY AND DATA PROTECTION, PHOTO AND IMAGE RIGHTS

- 8.1.** You acknowledge and agree that Sportsfitality may use any information provided by you for the following purposes:
 - 8.1.1.** the enforcement of Sportfitality's legal rights or to comply with any legal or regulatory obligations imposed on it;
 - 8.1.2.** to publish information relevant to participants' finishing times in the Event;
 - 8.1.3.** to send you health and safety and other relevant information relating to the Event;
 - 8.1.4.** to notify you of events, activities, publications and services that may be of interest to you should you consent to receiving these from Sportsfitality;
 - 8.1.5.** to notify you of any amendments to these T&Cs and/or any of the Event in accordance with clause 2.1; and
 - 8.1.6.** to comply with the Applicable Laws.
- 8.2.** Sportsfitality is entitled, either itself or through authorized third parties, to make audio, audio-visual recordings and/or stills/photographs of the Event as well as record the name, image and voice of the participants during the course of the competition, including the technical briefing, warm-up, racing and finishing as well as the award ceremony (collectively "**Media Content**") without any obligation for compensation. The Media Content shall clearly qualify as sports competition content thereby generally excluding any individual portraits or close-ups of participants or spectators. Sportsfitality and/or its

authorized third parties may use such Media Content for documentation, information and advertising purposes in all media on a world-wide basis for a period of two (2) years thereafter and allow all HYROX local and international partners and/or sponsors the same use and application.

- 8.3. Sportsfitality shall use its best efforts to ensure that the Media Content produced at the Event will only be used in connection with HYROX, even if passed on to authorized third parties.
- 8.4. Sportsfitality 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 as well as to transfer these rights to third parties.
- 8.5. You hereby approve the publication of any of the Media Content without any form of reimbursement, compensation, or payment if you are mentioned, depicted or reproduced on any of the Media Content. For any data protection rights issues please refer to our privacy policy.
- 8.6. Sportograf Digital Solutions GmbH, whose registered office is at 170 Süsterfeldstrasse, 52072, Aachen, Germany ("**Sportograf**") will digitally photograph HYROX on Sportsfitality's behalf. If you are participating in the Event as an Elite15 athlete, you will receive all pictures showing you in your role as an Elite15 athlete to you free of charge for HYROX related communication purposes.
- 8.7. In relation to medical matters, you agree that:
 - 8.7.1. your personal information may be stored, used, and disclosed by Sportsfitality in connection with the organization and administration of the Event and for the compilation of statistical information. If you become ill during or after the Event and/or receive medical attention or treatment either from medical staff, other medical service providers to the Event as contracted by Sportsfitality, or any doctor or hospital, you authorise such persons to provide details (including details of medical treatment) to Sportsfitality or others authorised by them; and
 - 8.7.2. 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 the Event, such assistance to be given by Sportsfitality, its employees, contractors or other trained personnel conducting the Event (which may include the use of anaesthetics).
- 8.8. While within our Event premises, you shall neither (i) take, record nor transmit any sound, image nor description of the Event other than for your exclusive, private and domestic use, nor (ii) plan, organize, lead, promote or endorse any commercial activity relating to your own business or the business of a third party that is not contracted to Sportsfitality or Upsolut in connection with the Event and/or as a HYROX sponsoring partner.

9. **HYROX INTELLECTUAL PROPERTY RIGHTS**

- 9.1 Upsolut is the sole owner of the trademark "HYROX," and all related intellectual property rights relating to HYROX – The World Series of Fitness Racing, including but not limited to any brand logos, guides, documents created by Upsolut as well as images, audio-visual recordings (e.g., highlights, clips, snippets) produced at the Event by us, Upsolut or any authorized third party (together "**HYROX IP**").
- 9.2 You are not permitted to use the HYROX IP without the express written consent of Upsolut.
- 9.3 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.

10. COMPETITION RULES

The regulations of the HYROX Rulebook apply to the Event (available at: www.hyrox.com). By registering, you accept these regulations as binding.

11. GENERAL

- 11.1.** These T&Cs have been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and any translated version, the respective version representing the official language of the Territory 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), your registration, and participation in the Event is governed by Dutch laws. The parties agree that the competent courts of Amsterdam, the Netherlands, have exclusive jurisdiction to settle any dispute arising under or in connection with your contract with us, including the T&Cs, your registration, and participation in the Event.

LOCAL EVENT ORGANISER	GENUINE RIGHTSHOLDER
Sportsfitality B.V. Kerkstraat 45 1191 JD te Ouderkerk a/d Amstel NETHERLANDS Company Registration: 82075794 BTW/VAT-ID No: NL862327155B01 Legal representatives: Koen Hermens	Upsolut Sports GmbH d/b/a HYROX Bahrenfelder Str. 322 22765 Hamburg GERMANY Company registration: HRB 144750 USt.-ID: DE311191102 Legal representatives: Christian Toetzke Moritz Fürste

Amsterdam, September 20th, 2024