

TERMS AND CONDITIONS OF PARTICIPATION

HYROX Season 25/26 – Benelux

1. GENERAL INFORMATION

- 1.1. Under the auspices of and in collaboration with the genuine rightsholder HYROX World GmbH, Hamburg/Germany (“**HYROX World**”), which is responsible for the overall management and international coordination of the event “*HYROX – the World Series of Fitness Racing*” (“**HYROX**”), Sportsfitality B.V., with registered offices at Ouderkerk aan de Amstel/ The Netherlands (“**Local Organizer**” or “**we**” or “**us**”), organizes, manages, stages and delivers HYROX within the territory of The Netherlands, Belgium and Luxembourg (“**Territory**”) as the local event organizer.
- 1.2. HYROX fitness races are conducted in an event-series format in various cities around the world with the world championship as the respective season’s highlight and its ending. HYROX fitness races are organized: (i) as an individual competition (“**Single Division**”) in HYROX PRO MEN/PRO WOMEN, HYROX MEN/WOMEN, and HYROX ADAPTIVE MEN/ADAPTIVE WOMEN; (ii) as a partner competition (“**Doubles Division**”) in HYROX DOUBLES MEN/WOMEN/MIXED and HYROX PRO DOUBLES MEN/WOMEN and (iii) as a relay competition (“**Relay Division**”) in HYROX RELAY MEN/WOMEN/MIXED.
- 1.3. HYROX events are 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 (“**you**”) (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 the Local Organizer and you in relation to your registration to participate and your participation in any HYROX events (each an “**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 any 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 athlete in any Event, you must via our website:
 - 3.1.1. truthfully complete the Event booking form (which is available on the HYROX website for each individual Event). 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 in order 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. confirm your acknowledgment and acceptance of these T&Cs; and
 - 3.1.4. agree to pay the fee payable in consideration of your participation in the relevant Event as detailed on our Event booking form ("**Ticket Fee**") and - if selected - the price for any add-ons, including but not limited to the so called "**Flex Add-On**" allowing for the return and refund of an Event ticket ("**Flex Fee**") as well as other add-on relating to photo packages ("**Add-on Fee**").
- 3.2. Your completion of the registration process above 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 to further personalize your 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 (to the exclusion of all other terms and conditions save where expressed to the contrary in these T&Cs).
- 3.4. In order to participate as an athlete in the Event, you must:
 - 3.4.1. be sixteen (16) years of age or older,
 - 3.4.2. be in generally good physical condition and health;
 - 3.4.3. at the Local Organizer's reasonable request, be willing to disclose your state of health (including 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 the Event on the specific day;
 - 3.4.5. have duly personalized your Event ticket as documented by a QR-/barcode 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 physical condition and/or state of health may change during the period between registering to participate in an Event and such participation (including due to viral infection, illness, injury or pregnancy); and (ii) you bear this risk alone and may not terminate this contract due to subsequent changes to your physical condition and/or state of health. 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 must provide by upload a declaration of consent issued by your parent or other legal guardian, no later than seven (7) days before the Event in question. If you do not comply with this requirement, we 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 for any of the Events ("**Spectator Tickets**") 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, the Local Organizer 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 3.4.3 of these T&Cs. Spectators must also bear the risk of any subsequent impairment in their physical condition or 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.** The Local Organizer reserves the right to disqualify and/or exclude you from participating in any division, official ranking and/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 during registration, including information of your biological gender at birth;
 - 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;
 - 3.8.5.** there is reasonable suspicion that you are in possession or under the influence of any illicit 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 organization whereas the Local Organizer will adopt the issued suspension time frame.

For clarity, please note that in accordance with the applicable HYROX Rulebook (please see Clause 12 hereunder) official rankings are based on participant's biological gender at birth, in line with Olympic guidelines. However, individuals who wish to participate for recreational purposes only, without being included in the official ranking, may register under their gender identity.

- 3.9.** Registration to participate in an Event may be done by using a voucher received in another HYROX event. Vouchers may not be transferred to any other person or third parties.

4. RETURN / NAME CHANGE OF TICKETS

- 4.1. Depending on the type of your purchased Event ticket, being either an athlete participation ticket with a Flex Add-On ("**Flex-Ticket**") or without a Flex Add-On ("**Non-Flex Ticket**"), an athlete participation ticket in support of a charity as set out in Clause 11 ("**Charity Ticket**") or a Spectator Ticket - you may, subject to the terms and conditions set out hereunder (i) return your ticket including any add-ons (e.g., Sportograph photo package) or (ii) or make changes to the person competing. For reasons of clarity please note, that, irrespective of the type of purchased Event ticket, there is no option for you to transfer any purchased Event Ticket to another Event.
- 4.2. You can apply for any of the amendments listed in clauses 4.7. to 4.6. online at <https://netherlands.hyrox.com/support>. Registration changes must be carried out independently via the system (forwarding to the online rebooking tool via the order confirmation email or the customer account).

Non-Flex Tickets, Charity Tickets and Spectator Tickets

- 4.3. Purchased Non-Flex Tickets, Charity Tickets and Spectator Tickets cannot be returned against payment of the Ticket Fee. The same applies to other add-ons coupled with Non-Flex Tickets and Charity Tickets. Except for the Charity Ticket as set out in Clause 4.3 hereinafter, Non-Flex Tickets and Spectator Tickets can also not be changed in regard to the person competing and transferred to such other person ("**Name Change**"). Your agreement with us remains in full force and effect irrespective of any subsequent change of circumstances within your personal sphere that affect your ability to participate in the Event.
- 4.4. If you have purchased a Charity Ticket, you can, until one day before your race day at 07:59 a.m. ("**Ultimate Cut-Off Date**") transfer your ticket to another person, if such person is of the same gender and accepts these T&Cs as well as the Charity Contract. In that event your agreement with us will be transferred to said other person.

Flex-Tickets Returns

- 4.5. If you have purchased a Flex-Ticket you can return your Flex-Ticket and any add-ons, other than Flex Add-On itself, to us until the Ultimate Cut-Off Date. For clarity, please note that no returns will be admissible after the Ultimate Cut-Off Date. Flex-Tickets within the Doubles Division or the Relay Division can only be returned altogether. In this case your agreement with us terminates on the day you return your ticket to us. Depending on the time of your ticket return, we will refund the following percentage share of the Ticket-Fee and, if applicable, any Add-On Fees (but not the Flex-Fee) as follows:
- 4.5.1. 100%: full refund of the Ticket Fee and the Add-on Fee if you return your ticket no later than the seven days before your Event participation at 07:59 a.m. ("**Full-Refund Cut-Off Date**"), or
- 4.5.2. 50%: half refund of the Ticket Fee and the Add-on Fee if you return your ticket any later than the Full-Refund Cut-Off Date.

Flex-Ticket Name Change

- 4.6. If you have purchased a Flex-Ticket in the Double Division or the Relay Division you can, until the Ultimate Cut-Off Date, make a Name Change, free of any charge, to

another person, if such person is of the same gender and accepts the T&Cs. Please note, that there is no Name Change option for a Flex-Ticket in the Single Division. Please use the return option, as set out in Clause 4.4 above, instead.

Transition Phase

- 4.7.** Athletes, who change their tickets relating an event without a Flex Add-On being available to a subsequent Event with a Flex Add-On, will receive a Non-Flex Ticket for such event. Following the completion of such transfer the issued Non-Flex Ticket is subject to these T&Cs including the exclusion of a return or transfer outlined in Clause 4.3 above.

5. THE 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 Ticket Fee, and – if selected – the Flex Fee as well as the Add-On Fee (altogether the “**Fee**”), a service fee amounting to six per cent (6%) of the total value of the Fee is payable upon submission of any registration to participate or attend 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; or
 - 5.3.4.** Visa Checkout.
- 5.4.** If payment is not processed for any reason whatsoever, the Local Organizer is entitled to terminate the contract immediately without liability. You shall be liable for all costs reasonably associated with such termination.

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 carrying a QR-/barcode relating to the specific day of the Event;
 - 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, if you have registered as an 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). For clarity

please note that access to the Event in connection with an athlete's Event ticket is restricted to the day of the race; it does not allow for multiple-day entries.

- 6.2. We reserve 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, we may remove you from the Event 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, the Local Organizer reserves the right to recover from you all attributed costs amounting to EUR 100,00 (Euro one hundred).

7. POSTPONEMENT / CANCELING OF THE EVENTS

- 7.1. The Local Organizer is 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. circumstance not within the Local Organizer's reasonable control (including circumstances leading to so called "economic impossibility"),
 - 7.1.2. lack of necessary permits to stage the Event,
 - 7.1.3. a decision to protect the safety of any members of the public or Event participants, or
 - 7.1.4. any changes to the Applicable Laws.
- 7.2. If any Event for which you are registered is cancelled altogether, you shall be entitled to a free rebooking to an alternative HYROX event of your choice taking place within the Territory during the same or next season. A season ends with the conclusion of its world championship and begins on the day following thereafter ("**Season**").
- 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 cancelled or postponed; and (ii) you can demonstrate to the Local Organizer's satisfaction that, as a result of the rebooking (clause 7.2.) or rescheduling (clause 7.3.), you have been caused significant undue financial hardship, the Local Organizer may, at its 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 get injured or infected with viruses during the Event in the course of your participation.
- 8.3.** Subject to clause 8.4. of these T&Cs, and to the maximum extent permitted by law, the Local Organizer hereby excludes any liability for loss, damage or injury to you and/or your property arising under our contract or in connection with any HYROX 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.
- 8.4.** Notwithstanding any provision in these T&Cs, the Local Organizer does not seek to exclude or limit its liability (i) for fraud or fraudulent misrepresentation; (ii) for death or personal injury caused by the Local Organizer's or its officers', employees' or agents' negligence, gross negligence or intent; (iii) damages of other financial loss caused as a consequence of our gross negligence or intent, 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).
- 8.5.** 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.
- 8.6.** Insofar as the Local Organizer's liability is excluded or limited, this also applies to the personal liability of its employees, representatives and vicarious agents.

9. PRIVACY AND DATA PROTECTION, PHOTO AND IMAGE RIGHTS

- 9.1.** You acknowledge and agree that the Local Organizer may use and further process any information provided by you for the following purposes:
 - 9.1.1.** performance of its services under the terms of these T&Cs (including but not limited to the share of athlete's adaptations with ticketing and race direction management) and enforcement of the Local Organizer'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 the Local Organizer;

- 9.1.5. to notify you of any amendments to these T&Cs and/or any of the Events in accordance with clause 2.2.; and
- 9.1.6. to comply with the Applicable Laws.
- 9.2. The Local Organizer is entitled, either itself or through authorized third parties, to make audio, audio-visual recordings and/or stills/photographs of the Events as well as record the name, image and voice of the participants during the course of the competition, including the warm-up, the 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. The Local Organizer, its affiliated enterprises, 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 official HYROX partners and/or sponsors the same use and application.
- 9.3. The Local Organizer 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. The Local Organizer 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.
- 9.5. 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.
- 9.6. Sportograf Digital Solutions GmbH, whose registered office is at 170 Süsterfeldstrasse, 52072, Aachen, Germany ("**Sportograf**") will digitally photograph HYROX on the Local Organizer's behalf. In addition, Sportograf offers you the opportunity to purchase competition pictures from it. You may also purchase a photo package from the Local Organizer when making your HYROX booking as add-on to your registration. In this case you will enter into an agreement with us. You consent to the Local Organizer sharing any of your data with the Sportograf and agree to be contacted by the Sportograf in relation to your participation in the Event. The Local Organizer shall require Sportograf not to share your data with any party other than itself 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 the Local Organizer 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 the Local Organizer, or any doctor or hospital, you authorise such persons to

provide details (including details of medical treatment) to the Local Organizer or others authorised 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 the Local Organizer, its employees, contractors or other trained personnel conducting the Events (which may include the use of anaesthetics).
- 9.8. 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, if any, own business or the business of a third party that is not contracted to the Local Organizer or HYROX World in connection with the Event and/or as a HYROX sponsoring partner.

10. HYROX INTELLECTUAL PROPERTY RIGHTS

- 10.1 HYROX World 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 HYROX World as well as images, audio-visual recordings (e.g., highlights, clips, snippets) produced at the Event or any authorized third party (together **"HYROX IP"**).
- 10.2 If not set out otherwise within these T&Cs, you are not permitted to use the HYROX IP without the express written consent of HYROX World.
- 10.3 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 HYROX World.

11. CHARITY PLACES & FUNDRAISING DECLARATION

- 11.1. If participation in support of or on behalf for our charity partner "High Impact Athletes" (**"Charity"**) is available in respect of the Event and you decide to participate in support or on behalf of that Charity by purchasing a corresponding Charity Ticket, you acknowledge that: (i) such participation will incur a cost to the Charity; (ii) such cost and a fundraising model is agreed in advance between HYROX World and the Charity; (iii) a contract will be entered into between you and the Charity in such regard (**"Charity Contract"**). Neither HYROX World nor any other company affiliated with us (together **"HYROX Companies"**) will be a party to the Charity Contract, and in addition to your contract with us and these T&Cs, your participation in any Event shall also be subject to your Charity Contract; and (iv) you agree that your participation shall be subject to the following conditions:
 - 11.1.1. you have pledged to fundraise donations to such charity for a minimum amount of EUR 300,00 (Euro three hundred) or such other amount agreed by the Charity (and you shall evidence such fundraising in writing upon HYROX World's, other HYROX Companies' or the Charity's request);

- 11.1.2. you consent to any HYROX Company sharing any of your data with the Charity and agree to be contacted by the Charity in relation to your participation in the Event. HYROX World shall require the Charity not to share your data with any party other than with HYROX World or HYROX Companies for marketing purposes;
- 11.1.3. if the Event is cancelled by the Local Organiser pursuant to clause 7.1, and you elect not to rebook for an alternative Event pursuant to clause 7.2, all monies you have raised on behalf of the Charity will be paid to the Charity;
- 11.1.4. if the Event is cancelled by the Local Organiser pursuant to clause 7.1, and you elect to rebook for an alternative Event pursuant to clause 7.2, all monies you have raised on behalf of the Charity will not be refunded to you, and will instead apply to the HYROX Event for which you are then registered; and
- 11.1.5. if, prior to the Event taking place, the Charity elects to terminate its partnership with HYROX, the HYROX Companies or the Event, your Charity entry to the Event will remain unchanged.]

12. COMPETITION RULES

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

13. GENERAL

- 13.1. 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.
- 13.2. 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.
- 13.3. If any term, condition or other provision of these T&Cs are determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, it shall be deemed to be deleted from these T&Cs, and all other terminus, conditions and provisions of these T&Cs shall nevertheless remain in full force and effect.

GENUINE RIGHTSHOLDER	SPORTSFITALITY B.V.
HYROX World GmbH Bahrenfelder Str. 322 22765 Hamburg / GERMANY Company registration: HRB 144750 USt.-ID: DE311191102 Legal representatives: Christian Toetzke Moritz Fürste	Sportsfitality B.V. Kerkstraat 45 1191JD Ouderkerk aan de Amstel Company registration: 82075794 VAT number: 8623.27.155.B.01. Legal representatives: Koen Hermens Geoffrey Wouters van den Oudenweijer

Status: Ouderkerk aan de Amstel, 18 april 2025