

# TERMS AND CONDITIONS

## GROUP REGISTRATIONS Maastrichts Mooiste

### Article 1 Definitions; applicability

1. In these general terms and conditions, the following definitions apply:
  - a) Event: a running race which is part of the Maastrichts Mooiste event to be organised by the Organiser in any year
  - b) Participating Company: a company or institution that has registered a group for participation in an Event in a manner permitted by the Organiser.
  - c) Group: a group of Participants registered as such.
  - d) Participant: a natural person registered by a Participating Company or institution in a manner permitted by the Organiser for participation in an Event as a member of a group.
  - e) Agreement: the agreement between a Participating Company or institution and the Organiser, purporting to involve Participants in an Event.
  - f) Organiser: Like2 Organize B.V.
2. These general terms and conditions apply to each Agreement.

### Article 2 Participating companies; Groups

1. Participating Companies or institutions may be:
  - a) legal entities that are registered in the trade register of a Chamber of Commerce and Industry in the Netherlands;
  - b) companies, not being legal entities, which have been continuously registered in the trade register of a Chamber of Commerce and Industry in the Netherlands for more than six months immediately prior to the competition day;
  - c) public legal persons as referred to in Article 2:1 of the Dutch Civil Code.
2. The Organiser may decide to allow companies or institutions that do not meet the aforementioned requirements to participate in individual cases.
3. A group may be registered for one of the following parts:
  - a) 10 Mile (individual, business)
  - b) 10 Kilometre (individual, business, schools & associations)
  - c) 5 Kilometres (individual, business, schools & associations)
  - d) 1 Mile (individual, schools, associations)
  - e) 300 metres (individual, schools, associations)
  - f) Walking
4. Each Participating Business or Institution shall participate with one or more groups.
5. In the walking, 300 metres, 1 mile, 5 km and 10 km parts, each school/association group consists of min. 10 to 500 Participants, each covering the entire distance. In the 5 km, 10 km and 10 mile business run component, the group consists of 3 - 5 Participants, each covering the entire distance.

### Article 3 Participants

1. A Participant must have reached at least the minimum age set by the Organiser for that Event on the day on which the Event is held or, in the absence of such a setting, at least the age of: 0 years for the mini run 300 metres, 5 years for the 1 Mile, 12 years for the 5 km individual and business, 14 years for the 10 km individual and business, 16 years for the 10 English miles and business.

2. A Participant may only take part in an Event if he has been registered for participation by a Participating Company or institution by means of a registration form that has been completed and signed completely and truthfully, or electronically by means of the registration form on the website of the Organiser that has been completed completely and truthfully, and if the registration fee has been paid in full. Registration for an edition of the Event will no longer be possible after the Organiser has closed the registration for that edition.
3. The Organiser shall, if applicable to the Event, classify the Participants into the various categories applicable to the Event, based on age and gender, according to the situation on the race day. A group may consist of Participants from several categories. If applicable.
4. Participation in an Event is by the Participant personally. It is therefore not permitted for another person to take part in an Event instead of the Participant.
5. Participation in an Event is by the Participant exclusively in the group for which he is registered.
6. Neither the Participating Company or institution nor the Participant is permitted to transfer its rights under the Agreement to a third party without the prior written approval of the Organiser.
7. After registering one or more groups, the Participating Company or institution is obliged to pay the registration fee. If a Participant or a group is prevented from participating in the Event, the registration fee paid will not be refunded, even partially. Other payments under the Agreement will also not be refunded.
8. If the Event cannot take place due to COVID-19 crisis or a possible resurgence and any new outbreaks of COVID-19, and the urgent crisis measures already taken and possibly to be taken by the competent government on COVID-19, the entries (the entry fee) and any other orders will be automatically transferred to the new date or the next edition of the Event.
9. If the Event cannot take place due to exceptional circumstances, there will be no refund of the entry fee. Entry fee" includes any donation to the good cause linked to the Event by the Organiser and any extras ordered such as engraved medals and SMS Service. The exception to this is any T-Shirt ordered. These will not be refunded, but can be obtained by the Participant. Other expenses, costs, etc. will in no case be refunded or reimbursed.
10. The Organiser may decide on the basis of exceptional circumstances to terminate, suspend or neutralise the Event early. The Organiser may also decide on the basis of exceptional circumstances to change the route or distance to be covered. In such cases there will be no refund of the entry fee. The last three sentences of paragraph 8 apply here.
11. Any athlete invited by the Organiser to participate in the Event is excluded from participating as a Participant.
12. The person responsible for the registration of the Participating Company or institution, or group, assumes responsibility for drawing the attention of all Participants to the General Terms and Conditions and the competition regulations of the Event. So that each Participant in the Event has agreed to them.

#### **Article 4 Liability**

1. Participation is at your own risk. The Organiser is not liable for any damage, by whatever name, which the Participant or the Participating Company may suffer as a result of the participation, unless this damage is the direct result of deliberate intent or gross negligence attributable to the Organiser. This exclusion of liability also applies to serious damages such as all possible damages resulting from injury or death.
2. COVID-19 is a highly contagious virus that can lead to serious illness and death. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Attendance at the Event is entirely voluntary and at the Participant's own risk, and implies acceptance of the risks relating to exposure to COVID-19 and likewise to exposure to any other infectious disease, which includes any disease caused by an infectious and/or toxic substance that occurs through direct or indirect transmission of this substance by an infected person, animal or

property. The Organiser shall not be liable in the event of contracting COVID-19 or other contagious disease as a result of participation in or attendance at the Event.

3. If, notwithstanding the provisions of the first paragraph of this Article, the Organiser's liability for damage of the Participant or the Participating Company must be assumed, the Organiser's obligation to compensate that damage remains limited to a maximum of the amount paid out by the Organiser's insurer in respect of that damage.
4. The Participant must be adequately insured against the risk of damage he or a surviving relative may suffer as a result of his death, injury or illness caused by his participation in the Event.
5. The Participating Company or institution declares by registration that each Participant has declared himself to be familiar with the fact that participation requires good health in both mental and physical terms, and has declared that he meets this requirement and that he has adequately prepared for the Event through training and otherwise. The Participating Company declares by registration that it has expressly and urgently advised each Participant to undergo a sports medical examination in connection with participation.
6. The Participating Company or institution indemnifies the Organiser for liability for damages that third parties may suffer as a result of an act or omission attributable to a Participant in relation to the Event. The Participating Company or Participant must be adequately insured against the risk of liability for said damage.
7. The Participating Company or institution indemnifies the Organiser against liability for damage that the Participant may suffer as a result of his participation in the Event, unless such damage is the direct result of deliberate intent or gross negligence attributable to the Organiser.
8. The Participating Company or institution as well as the Participant shall do everything within its power to prevent damage or physical injury to third parties.
9. Sponsors of the Event and the municipality(s) in which the Event takes place are excluded from liability on the same footing as the Organiser.

#### **Artikel 5 Portrait Right**

By participating in an Event, a Participant grants permission to the Organiser and its partners for publication of photographs and other visual material and the like taken during or around the Event, on which the Participant is visible.

#### **Article 6 Personal data**

The personal data provided by the Participating Company e/o institution or a Participant will be recorded in a file by the Organiser. By participating in an Event, a Participant grants the Organiser permission to use the personal data for sending information to the Participant and for providing the personal data to third parties for the purpose of sending information to the Participant. The Participant is at all times permitted to indicate in writing or by e-mail that he objects to the sending of information by the Organiser or to the provision of personal data, after which the Organiser will stop such sending or provision respectively. By registering in the group/team, the Participant grants permission to the Organiser to publish his name and competition results, for example through publication in daily newspapers and via the internet. If applicable.

#### **Article 7 Emergency services and health**

Various emergency services will be active during the Event to provide first aid or other care in the event of health problems of participants to provide first aid or other care. Organiser reserves the right to provide data of participants to emergency services and/or to request data from these emergency services when care needs to be provided to the participant in question by the emergency service(s) concerned. This includes personal details of the participant and the emergency number that can be given at some events, or start numbers. Emergency services include the Red Cross, ambulance, hospital, police and fire brigade.

Organiser also reserves the right to provide data of the Participant to government agencies or other authorised bodies for public health reasons, for example in the context of source and contact tracing which is an essential part of government measures in the event of an outbreak of a disease

such as COVID-19 and the control of its further spread, and which process is to trace persons who may have come into contact with infected persons so that they can be quarantined and possibly tested.

**Article 8 Dispute resolution**

Disputes between the Organiser and the Participant or Participating Company shall be settled by arbitration to the exclusion of the civil court, in accordance with the Arbitration Regulations of the Athletics Union or, in the absence thereof, the regulations of the Netherlands Arbitration Institute. A dispute shall be deemed to exist if either party declares that this is the case.

**Article 9 Validity of Provisions**

Should one or some articles of these conditions be null and void or illegal, for whatever reason, this shall not affect the validity of the other parts of the conditions.