

TERMS AND CONDITIONS

Maastrichts Mooiste

Article 1 Definitions

1. In these general terms and conditions, the following definitions shall apply:
 - a) Event: a running race forming part of the Event to be organised by the Organiser in any year.
 - b) Participant: the natural person, not acting as an entrepreneur, who has registered for participation in the Event in a manner permitted by the Organiser
 - c) Agreement: the agreement regarding the Participant's participation in the Event.
 - d) Organiser: Like2 Organize B.V.
2. These general terms and conditions apply to each Agreement.

Article 2 Participation

1. Participation in the Event is only possible for a natural person and registration is mandatory for all persons from: 0 years old for the mini run 300 metres and walk, 5 years old for the 1 Mile, 12 years old for 5 km individual and business, 14 years old for the 10 km individual and business, 16 years old for the 10 English miles individual and business run.
2. The Participant may participate in the Event only if he has completed the relevant registration form fully and truthfully, if the registration fee has been paid in full and if the Participant has agreed to the general terms and conditions. The Organiser reserves the right to remove registrations with falsely completed personal details at any time.
3. Participation in the Event is by the Participant personally. It is therefore not permitted for another person to take part in the Event instead of the Participant.
4. Transferring an Agreement to a third party is possible up to 1 day before the Event, after permission from the Organiser and is free of charge.
5. If a Participant is prevented from taking part in the Event by his own actions, the registration fee paid will not be refunded.
6. Upon registration, the Participant undertakes to pay the registration fee including ordered extras and/or payments for charity and this irrespective of actual participation.
7. If the Event cannot take place due to exceptional circumstances, the Organiser will, if not covered by insurance, within a reasonable period of time, try to compensate the Participant for the entry fee received and any extras paid. The Organiser will inform the Participant about this as soon as possible. Exceptions to this are, not exclusively and among others: any extra T-Shirt purchased and donation to the official charity in relation to the Event. These will not be compensated, however, the T-shirt can be obtained by the Participant. The donation to the charity, will entirely benefit the charity. Other expenses, costs and so on will in no case be reimbursed to the Participant.
8. On the day of the Event: 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 to be walked or the distance to be covered. In such cases there will be no compensation for the entry fee and any extras.

9. A decision by the Organiser to cancel the Event will not give rise to any liability for reimbursement of costs incurred by the Participant, other than the entry fee and extras paid, which are eligible for reimbursement under Article 2.7.

Article 3 Liability

1. Participation is at the Participant's own risk. The Organiser is not liable for any damage, by whatever name, which the Participant 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 is not 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 suffered by the Participant 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 Participant declares himself familiar with the fact that participation requires good health in both mental and physical terms, and declares that he meets this requirement and that he will have adequately prepared for the Event through training and otherwise. The Organiser expressly and urgently advises the Participant to undergo a sports medical examination in connection with participation in the Event.
6. The Participant indemnifies the Organiser against damages suffered by third parties as a result of acts or omissions attributable to the Participant with regard to the Event. The Participant must be adequately insured against the risk of liability for such damages.
7. 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.

Article 4 Portrait Right

The Participant grants permission to the Organiser and its partners to publish photographs and images and similar material prior, during and after the Event in which the Participant is recognisable.

Article 5 Personal data

Organiser

The personal data provided by the Participant will be included in a file by the Organiser and will be processed in accordance with the General Data Processing Regulation 2016/679 of 27 April 2016 i.e. the protection of privacy with regard to data processing.

By entering into the Agreement, the Participant grants permission to the Organiser to use the personal data for sending information to the Participant and for providing the personal data to the Organiser and its partners for the purpose of sending information to the Participant. The Participant is permitted at any time to indicate, free of charge, 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 discontinue such sending or provision, respectively. By entering into the Agreement, the Participant grants permission to the Organiser to publish his name and competition results, for example through publication in newspapers and via the internet.

Emergency services and other government institutions

Various emergency services will be active during the Event to provide first aid or other care in case of health problems of the Participant. The Organiser reserves the right to provide the Participant's details to the emergency services and/or request these details from the emergency services at the time that 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 may be given at the Event, 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 6 Settlement of disputes

Disputes between the Organiser and the Participant will 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 7 Validity of Provisions

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