

## **Terms and Conditions of Participation**

### **Preamble**

The following Terms and Conditions of Participation govern the legal relationship regarding

- information pursuant to Section 4 of the Austrian External and Distance Transactions Act (Fern- und Auswärtsgeschäfte-Gesetz, or FAGG)
- insurance and health
- registration and conclusion of contract
- race procedure
- explanation of other risks
- rules of conduct
- liability
- data protection
- concluding provisions

between the Interested Party (natural person who has registered for the “Kitzbüheler Radmarathon” [hereinafter “KRM”] Events within the meaning of this agreement, regardless of whether the entry fee has or has not yet been paid) on the one side and, on the other, the Organiser.

### **I. Definitions**

Interested Party:	Natural person aged 18 or above who has registered for the Events within the meaning of these Terms and Conditions of Participation.
Events:	Kitzbüheler Radmarathon (hereinafter “KRM”).
Organiser:	RC Sportunion Marathon (Zehentweg 30, 4040 Lichtenberg, Austria)
Participant:	Interested Party who has paid the entry fee before the start date, has signed the Terms and Conditions of Participation and starts a particular Event.
Disqualification:	Immediate exclusion from further participation in the Event, as enforced by the Organiser or the Organiser’s employees because of a significant infringement of these Terms and Conditions of Participation or justified suspicion thereof.
KRM:	Kitzbüheler Radmarathon; a recreational cycle-sport event with a total distance of approx. 216km – route can be seen on the Organiser’s website at <a href="http://www.kitzbueheler-radmarathon.at/strecke">www.kitzbueheler-radmarathon.at/strecke</a>

## II. Information pursuant to Section 4 FAGG

1. The services to be provided to the Participant by the Organiser as part of the Event comprise:
  - a. Professional event organisation
  - b. Professional timing by RaceTime Pro
  - c. Personalised start number and single-use timing chip
  - d. Separate timing for climb of Kitzbüheler Horn
  - e. Return transport to Kitzbühel (broom wagon as shuttle service)
  - f. Professional first aid service
  - g. Breakdown service (excluding spare parts)
  - h. Staffed, well-stocked feed stations on the route and at the finish
  - i. Special prizes and non-cash prizes for the first 3 in the daily classification
  - j. Special prizes and non-cash prizes for the first 3 in each class
  - k. Special prizes and non-cash prizes for the first 3 teams
  - l. Entry in the Kitz Tombola
  - m. KRM Klassik (Finish Kitzbüheler Horn): Finisher jersey with KRM design for everyone who completes the route correctly by the cut-off time  
KRM Kitzbühel (Finish Downtown Kitzbühel): Finisher jersey with KRM design for everyone who completes their route section correctly within the time limit
  - n. Certificate to download
  - o. Catering voucher (valid on race day)
  - p. Cloakroom service and shower facilities

There is no legal entitlement to any additional services from the Organiser.

2. The Interested Party's contractual partner is the Organiser, RC Sportunion Marathon, 4040 Lichtenberg, Zehentweg 30, Austria, [office@kitzbueheler-radmarathon.at](mailto:office@kitzbueheler-radmarathon.at).
3. An entry fee must be paid in order to participate in the Events. The applicable entry fees for the individual competitions are staggered according to the registration times and can be seen at <http://www.kitzbueheler-radmarathon.at/rennen/registrierung>.
4. The delivery date for provision of the main service by the Organiser is the Event date, 27 August 2023. Any purely ancillary services of the Organiser may be provided under these Terms and Conditions of Participation or on the basis of necessity resulting from the nature of the services (e.g. forms, registration infrastructure, storage obligations) either before or after the event date.
5. All declarations by the Participant – except during late registration in person – shall be made to the Organiser in writing, for which email is sufficient, addressed to [office@kitzbueheler-radmarathon.at](mailto:office@kitzbueheler-radmarathon.at), or by post.

6. In accordance with the provisions of the FAGG, the Participant does not have a right of withdrawal pursuant to Section 18 para. 1 line 10 FAGG.

### III. Insurance, health and safety

1. The Events are intended for ambitious amateur athletes.
2. The Interested Party is hereby informed that he is liable, according to the general rules of compensation for damages, for any damages that he culpably causes to other Participants, the Organiser or third parties during the Events. In order to cover the risks resulting from this responsibility, the Organiser recommends the purchase of an appropriate third-party liability insurance policy in an appropriate amount. The Organiser also notes the option of taking out an insurance policy with the ÖRV-Bike-Card ([service.radsportverband.at/die-oerv-bike-card-eine-karte-fuer-alle-radler](http://service.radsportverband.at/die-oerv-bike-card-eine-karte-fuer-alle-radler)). The Organiser is not obliged to check whether all Participants have appropriate insurance, nor is this a precondition for participation in the Events.
3. **The race route requires high standards of physical fitness and bike-handling skills on the part of the Participant, the latter especially for the descents. It is also essential to have correctly functioning equipment that meets the requirements of a bicycle race.**
4. The Interested Party is exclusively responsible for assessing his own physical health and fitness and for having correctly functioning equipment (The Organiser recommends prior consultation with a sports medicine specialist).
5. Participation in the Events is only permitted with a road bike that
  - is in a fault-free state of maintenance,
  - does not have clip-on triathlon bars or time-trial bars,
  - is not an electric bicycle (e-bike) and does not have any other kind of motorisation.

The Organiser's employees may carry out checks in the start and finish areas – although they are not under any obligation to do so.

6. Accompanying vehicles and accompanying riders (without official starting number) are not permitted.
7. The Organiser is required to ensure the presence of a prescribed number of paramedics to support the Event. No further medical care is provided.
8. "Broom wagons" (vehicles that transport Participants who no longer can or want to ride the full race, along with their bicycles, to the finish area) travel along the route, along with service cars, service motorcycles, the race stewards, several ambulances and a final vehicle. There are also service and first aid facilities at the specially labelled feed stations.

9. In the event of hazards (bad weather conditions or other unforeseeable events), the route may be shortened and/or time limits may be imposed, or the Event may be cancelled by the authorities or the Organiser.

#### IV. Registration

7. The number of available starting places for the Events is limited to a total of 1,000 starters for each competition.
8. An entry fee must be paid in order to participate in the Event. The applicable entry fees for the individual competitions are staggered according to the registration times and can be seen at [www.kitzbueheler-radmarathon.at/rennen/registrierung/](http://www.kitzbueheler-radmarathon.at/rennen/registrierung/).
9. **Payment of the full entry fee concludes the contract between the Interested Party and the Organiser.**
10. Both cash and cashless entry fee payments are collected via RaceTimePro GmbH on behalf and for account of the Organiser.
11. Participants can register either online via the registration portal [www.racetime.pro](http://www.racetime.pro) or in person as a late registration.
12. More information on registration, issuing of start numbers, results and routes can be found on the announcement on the Organiser's website at [www.kitzbueheler-radmarathon.at/rennen/registrierung/](http://www.kitzbueheler-radmarathon.at/rennen/registrierung/).
13. Online registration: registration for the Event is possible – subject to availability of starting places – using the registration form until the closing date, which is five days before the event, i.e. 21 August 2023, at 11:59 pm. Online registration is only successfully completed once the entry fee has been successfully paid via the payment methods offered by RaceTimePro GmbH. After successful online registration, confirmation of registration is automatically sent along with a copy of these Terms and Conditions of Participation to the address provided by the Participant. **The Interested Party must bring a printout of the confirmation of registration and a signed copy of the Terms and Conditions of Participation in order to be issued with a start number.**
14. In-person late registration: in-person late registration is possible – subject to availability of starting places – in the Sportpark Kitzbühel on 26 and 27 August 2023.
15. The Organiser may exclude a Participant from the Events at any time if the Participant is likely to damage the reputation of the Events or if there is a justified suspicion of this.
16. Interested Parties who are members of a national or international organisation and are currently banned for doping are excluded from participation.
17. The Participant's registration status can be checked at any time on [www.racetime.pro](http://www.racetime.pro).

18. For the services to be provided to the Participant by the Organiser as part of the Event, please see Point II. 1. There is no legal entitlement to any additional services from the Organiser.
19. Following successful registration, it is not possible to withdraw from the contract for reasons that lie within the Participant's control or that occur by chance. If participation in the Event does not take place, the entry fee is not refunded (the Organiser recommends taking out cancellation insurance when registering – cancellation insurance cannot be taken out for a late registration; the cancellation insurance does not cover the events listed under Point VII.6).

## V. Race procedure, start numbers and timing

1. The Organiser reserves the right to make changes to the programme that affect the Participant to a reasonable, minimal and objectively justified extent.
2. Any changes to the programme will either be displayed on the information boards at the start number issuing location, published on the Organiser's website at [www.kitzbueheler-radmarathon.at](http://www.kitzbueheler-radmarathon.at) or announced at the rider briefing.
3. The right to participate in the Events is entirely personal and not transferable.
4. The entitlement to start and participate is dependent on holding an official start number. The start number must be affixed to the back of the topmost layer of clothing in a way that is clearly visible.
5. The timing is carried out by a company chosen by the Organiser.
6. The final vehicle adheres strictly to the specified cut-off split times and marks the end of the Events. Any Participant who finds himself behind the final vehicle, at any time, has been eliminated and is excluded from further participation.
7. Descending the Kitzbüheler Horn toll road by bicycle is not allowed on the race route! The cable car is available free of charge to every Participant with their bicycle.
8. The Organiser reserves the right to carry out doping tests. Participants can find all necessary information on doping at [www.nada.at](http://www.nada.at). If an Interested Party/Participant does not agree to take part in an accredited doping test – for whatsoever reason – he will be disqualified.

## VI. Other risks

1. The routes include (both public and private) roads that are open to general traffic. Participants should therefore expect to encounter general traffic on the route during the race. **The race routes are NOT closed to general traffic even during the Events!**

2. The feed stations and service stations provided by the Organiser are in cordoned-off areas. The zones for the feed stations and service stations are labelled accordingly. The position of the feed stations and service stations is marked on the overview map that can be accessed on the Organiser's website at [www.kitzbueheler-radmarathon.at/strecke](http://www.kitzbueheler-radmarathon.at/strecke).
3. When not in the cordoned-off areas, the Participant is on roads open to general traffic.
4. As can be expected given their status as public and private roads, the surfaces have imperfections such as cracks in the tarmac, potholes, unevenness etc. The Participant should always adjust his speed and riding style to the conditions of the road surface.

## **VII. Behaviour during the race**

1. Helmets are compulsory throughout the race.
2. The Austrian Road Traffic Ordinance (Straßenverkehrsordnung, StVO) must be complied with for the whole race route. In particular, Participants should observe the obligation to ride on the right!
3. On the pass roads, especially the descents, Participants should ride at a speed such that they can come to a full stop within the closest half of the portion of road visible to them.
4. Speed, riding style and riding lines should be adapted to the road conditions (especially road damage), the Participant's own abilities, the weather conditions and the traffic.
5. If a Participant leaves the Event in any way except disqualification, he should immediately contact the Organiser, otherwise a search action will be started at the Participant's own expense.
6. The start number cannot be changed; in an emergency it is the first thing used to identify the Participant.
7. Any instructions given by the police, the fire brigade, the Organiser or the security staff must be followed.
8. Rubbish, especially gel wrappers, packets, bottles and the like, can only be thrown away at the feed stations. Failure to comply with this rule may lead to disqualification!

## **VIII. Liability**

1. Participation in the Event is at the Participant's own risk. This applies particularly in terms of health.
2. The Participant is responsible for the correctness of the details given when registering for the Event.

3. In the event of infringements of these Terms and Conditions of Participation, the Organiser accepts no liability for damages of any kind (except in the case of contributory negligence).
4. The Organiser is liable for damages that it causes itself or that its subcontractors cause only in the event of gross negligence or wilful intent – this does not apply to personal injury.
5. The Participant bears full liability for any damages that his behaviour causes to the Organiser or third parties, and must indemnify the Organiser and hold it harmless in this regard.
6. In the event of programme changes, justified disqualification, cancellation or postponement because of force majeure, there is no entitlement to a refund of the entry fee, nor for reimbursement of other expenses such as travel or hotel costs.
7. The Organiser accepts liability for objects stored on behalf of the Participant only to the extent of ensuring careful and proper storage. This applies in particular to objects that have been deposited with the cloakroom service at the start using the rucksack or clothes bag provided to the Participant. With regard to objects that are not picked up within two weeks of the end of the Event, it will be assumed that the owner has relinquished right of ownership. Such unclaimed items may be disposed of by the Organiser.
8. The Organiser does not accept any storage obligations for bicycles or other objects left by the Participants in the start and finish areas or in the feed stations, first aid stations and service stations.
9. In the event of a significant breach of the Terms and Conditions of Participation or justified suspicion of this, Participants may be disqualified by employees of the Organiser. In addition, if a Participant infringes against the StVO, this may be reported to the relevant authority along with personal details.

#### **IX. Data collection and processing**

1. RC Sportunion Marathon collects, processes and uses your personal data in accordance with the following remarks, while complying with the provisions of data protection and civil law. The controller within the meaning of this section is the Organiser, RC Sportunion Marathon 4040 Lichtenberg, Zehentweg 30, Austria.
2. The basis of the data processing is, in particular, the fulfilment of the contract, the legitimate interest and the consent given by the Participant.
3. By registering, the Participant is declaring himself in agreement that his name, date of birth, photo and address, along with the data necessary for payment processing and the results of the Events, may be processed using electronic means.
4. By registering, the Participant is declaring himself in agreement that information about matters that are governed in the Terms and Conditions of Participation may be sent to him by email.

5. The Participant would like to receive emails from the Organiser or from third parties acting on the Organiser's behalf for competitions held by the Organiser itself or by a partner. This consent may be withdrawn at any time.



yes

6. By signing the Terms and Conditions of Participation, the Participant declares himself in agreement that his name, age group and team may be published online, in a newspaper and on posters.
7. The Organiser or a partner acting on the Organiser's instructions will make photographs and video and TV recordings of the Participants during and in the area of the Event. The Organiser will process this data without restriction and with a time limit of five years for the purposes of advertising the present Event and future similar ones, for publicity work and depicting the activities when raising awareness and for use on its website, TV appearances, social media and other media for defining the public image of the Organiser.
8. The data will only be passed on to third parties insofar as this is necessary for appropriate processing pursuant to Point 5. In the case of social media channels (Facebook, Instagram), however, the particular social media service may receive a right of exploitation to the published data.
9. This consent can be revoked at any time by contacting the Organiser, RC Sportunion Marathon, 4040 Lichtenberg, Zehentweg 30, Austria. Revocation does not affect the lawfulness of the processing carried out thus far.
10. The Participant may contact the Organiser (RC Sportunion Marathon, 4040 Lichtenberg, Zehentweg 30, Austria, [office@kitzbueheler-radmarathon.at](mailto:office@kitzbueheler-radmarathon.at)) to request his lawful rights according to the General Data Protection Regulation, especially the right to be informed about his stored personal data, their origins and recipients and the purpose of the data processing, as well as the right to rectification, right to erasure of incorrect or impermissible processed data, right to object (provided there is a legitimate interest), right to withdraw consent, right to restrict or suppress processing and right to data portability (provided there is consent or a contractual relationship).
11. If the Participant believes that the processing of his personal data by the Organiser is in breach of applicable data protection law or that his data-protection rights have been infringed in any other way, he has the option of complaining to the relevant supervisory authority. In Austria, the relevant authority is the Austrian Data Protection Authority (DSB), Hohenstaufengasse 3, 1010 Vienna; telephone: +43 1 531 15-202525; fax: +43 1 531 15-202690; email: [dsb@dsb.gv.at](mailto:dsb@dsb.gv.at); <https://www.dsb.gv.at/>.

## **X. Concluding provisions**

1. Even after these Terms and Conditions of Participation have been signed, the Organiser is entitled to make changes to the Terms and Conditions of Participation if this is reasonable for the Participant and if the change is minimal and objectively justified.

2. Any divergent agreements between the Participant and the Organiser may only be made in writing.
3. All declarations by the Participant must be made to the Organiser in writing, for which email is sufficient, addressed to [office@kitzbueheler-radmarathon.at](mailto:office@kitzbueheler-radmarathon.at), or by post.
4. The Terms and Conditions of Participation must be signed in person by the Participant and submitted at the start number issuing location. If the declaration of liability is not personally signed by the Participant, entitlement to start will be refused.

Wherever used in these Terms and Conditions of Participation, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

.....  
**First name and surname in BLOCK CAPITALS**

.....  
**Date of birth**

.....  
**Place/date**

.....  
**Signature of Participant**