

## 4 ISLANDS MTB STAGE RACE 2021

### GENERAL TERMS AND CONDITIONS

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#### 1. Preamble

- These general event conditions (GTC) apply with regard to all the cycling event 4 Islands MTB Stage Race event.
- With their inclusion via registration on the event website the GTC regulate the contractual relationship between the contracting party and the organiser (“participation agreement”). The “contracting party” and therefore the organiser’s contracting party and entitled to assert a claim against the organiser is exclusively the party that obtains the event services via the respective event website; this applies explicitly even if the event services include entitlements to participate or other services in favour of third parties.
- An essential component of the participation agreement are the regulations (“regulations”) applicable for the respective event and accessible on the website. The contracting party hereby assures that he has read the regulation in force in each case and in the event of obtaining event services for third parties he has brought them to the attention of the individuals concerned in advance.
- The contracting party acknowledges that a mandatory requirement for participation in the organiser’s events is to submit a valid liability statement for the respective event. Liability statement contracting party will receive by e-mail latest 20 days before event starts. The contracting party shall ensure that the organiser has originals of the Liability statement signed by all those individuals for whom the contracting party obtains event services under the participation agreement no later than when accredited. Individuals who have not submitted a declaration of liability will not be admitted to the event without the contracting party accruing any rights from this. The contracting party guarantees that the details of individuals he has provided in the registration process are correct and complete and the individuals concerned are entitled to participate as defined in the respective regulation.

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#### 2. Race Organiser

- 4 Islands d.o.o. is the organiser of the 4 Islands MTB Stage Race event.

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#### 3. Bodies

- Race organiser: 4 Islands d.o.o
- Race jury: The race jury is selected by the race organiser and is a neutral body that makes final decisions on any complaints made by participants and officials.
- Referees: The race organiser can designate referees who may report infractions of the rules according to these regulations to the race jury.

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## 4. Participation requirements

- Race participants do not require a racing license. All participants are required to be 18 years old or older on the start date of the event.
- All participants in the 4 Islands MTB Stage Race participate at their own risk.
- All participants must have health and accident insurance that provides cover in Croatia.

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## 5. Invitations

- The race organiser has the option of inviting additional riders, especially top international riders.

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## 6. Responsibility

- Each participant is responsible for their own safety during the race.
- The organiser takes no responsibility for possible injuries or any damage caused by or to a participant of the race.
- Upon registration participants of the race are required to sign a statement of accepting all risks related to participating in the race, and denouncing any claims from the organiser for the above stated.
- Participant is aware and agrees that 4 Islands is a race of endurance and an extreme sport, involving danger of serious injuries, health hazards, death and/or damage to the participants and their sports equipment or any additional equipment
- The participant is aware and understands that for the 4 Islands race one needs to have skills required for a mountain cycling sport, that parts of the race will be driven on rocky, narrow and steep tracks, gravel, as well as roads that are subject to weather conditions such as rain or wind. The organiser is not responsible for any damage occurrence to the participant, equipment or to any third party.
- The organiser is not responsible for any health issues of the participant during or after the race. Each participant's obligation is to take in sufficient amounts of food and beverage during the course of the race.
- The organiser reserves the right to ban participation to any participants who fail to abide to these conditions of use and regulations.
- The participant of the race has no right to make claims from the organiser

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## 7. Payment

- The payment of the starting fee is made by contracting parties, possibility of payment :
- by bank account via **SEPA** Direct Debit scheme
- by credit card.
- If payment is not received on time, 4 Islands may cancel the booking.

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## 8. Registration

- The participant receives confirmation that also acts as an invoice. Registration is legally valid only when the registration fee has been transferred.

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## 9. Withdrawal

- If a participant is excluded from the race by the organiser because of a violation of the regulations (for example due to a doping offense), no fees will be refunded.

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## 10. Data change

- If one team member cannot participate due to sickness or injury, a substitute team member can register in that person's place.
- If both team member cannot participate due to sickness or injury, an unregistered team can take over the entry of this team.
- Changes will be possible to make on the link which you will receive in the first e-mail after the registration.
- Also, the rider dropping out of the race must contact the race office on office@4islands.hr including full details of new partner.
- Every change until 1st of October 2020 will be free of charge
- Every change after 1st of October 2020 until 20th of March 2021 will be charged 70 euros.

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## 11. Refund policy

### NEW inscriptions (bought from 10.august 2020)

- If you are unable to find another rider/team, withdrawal requests must be sent to the race office on office@4islands.hr during the following time frames in order to get a partial refund:
  - Until 1st of January, 2021.: 70% of the entry fee value.
  - Until 1st of February, 2021: 50% of the entry fee value.
  - Until 1st of March, 2021.: 30 % of the entry fee value.
- After 1st of March 2021. no refunds on entries. No exceptions.
- The refund of the aforementioned sums to be reimbursed occurs within 30 days of the organiser receiving the cancellation notice
- Transfer to the next year - A transfer to next year is not possible.

### Transferred inscriptions (bought in 2019 / up to March 2020.)

- There is no refund for inscriptions bought in 2019 or in January, February and March of 2020 (inscriptions bought for 4 Islands 2019 edition which was canceled due to Corona pandemic)

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## 12. Cancellation of the race

- The organiser reserves the right to cancel or discontinue the race at any time in case of a force majeure
- If the event or individual stages are cancelled or abandoned due to force majeure (e.g. bad weather, virus pandemic), reasons for which the organiser is not responsible, the organiser shall be released from his obligations and the organiser is not liable for damages that the contracting party or participants incur for this reason (e.g. travel and accommodation costs).
- If the event or individual stages are changed in venue and/or timing due to force majeure (e.g. bad weather. virus pandemic), for which the organiser is not responsible, the organiser shall be released from his obligations and the organiser is not liable for damages that contracting party or participants incur for this reason (e.g. travel and accommodation costs).

- In case of race cancellation due to the conditions listed above, **participants of the race have no right to compensation.**

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### 13. Exclusion of liability

- As a participant of the 4 Islands MTB Stage race 2021., you understand and confirm that the 4 islands d.o.o. and third parties such as and other sponsors, government offices, organisers or other official partners, do not claim liability for any personal or material damages, or loss of property.
- You expressly declare yourself responsible for your own safety and consent to being responsible for any risks or hazards arising from participation in the event.
- You are fully liable for accidents caused by yourself and any damages to the organiser or a third party resulting from such accidents, except in cases of possible negligence by the organiser.
- You agree to indemnify, defend and hold harmless the organiser from any claims, demands, liability and damages made by any third party arising out of or related to accidents caused by yourself and bear all associated costs.
- You agree not to make claims against any person, institution, or company that is concerned with this event. Further, you agree with the publication of any picture or film material from the event.
- You accept your obligation to contact the organiser immediately if you drop out of the race. If you don't do it, a search operation will be initiated at your own expense.

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### 14. Bike and equipment

- Organiser is not responsible to lost valuables, items of clothing and pieces of equipment and damage to bicycles that occur while being transported during event
- Insurance for bike and baggage is a matter for the participant.

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### 15. Data protection

- By registering, participants agree to the organiser passing on their addresses to the official photo service, to the timing service, to associations and to third parties providing the related services. Participants agree to allow the race organiser and third parties to use photographs and video footage from the races for rankings and web pages and for other PR purposes. By taking part in the event, participants are giving their approval to this. 4 Islands d.o.o holds the rights to all photographs and video footage.
- As part of the registration process and when using the website, the collection, processing and use of personal data may occur.

#### 15.1 Personal data

- Personal data are details of factual or personal circumstances for a specific or identifiable natural person. These especially include information that enables conclusions about the identity of participants, such as their names, phone numbers, addresses or email addresses. Statistical data that the organiser collects on a visit to his website, for example, and which cannot be associated directly with the contracting party as an individual, do not fall under this definition of personal data.

#### 15.2 Collection, processing and use of your personal data

- The protection of your data is a chief concern for the organiser. The participants' personal data are only disclosed or otherwise communicated to third parties if this is required for the purpose of fulfilling the contract or billing or to which you have given your prior consent. The data disclosed in this way may only be used by our service providers to fulfil their tasks. Any other use of the information is not permitted and does not occur among any of our entrusted service providers.

### 15.3 Registration

- The personal data provided by the contracting party at registration are saved and processed only for the purposes of implementing and executing the event. This applies especially to the data required to confirm the identity, process payments and for medical treatment for participants. When registering, the contracting party consents to have his data stored for this purpose. The contracting party also declares that he agrees to have his collected personal data used for the organiser's internal market research purposes.

### 15.4 Disclosure of data to third parties

- Disclosure of collected data to third parties occurs only if this is required and legally permissible under the contract terms or the contract arrangement between the contracting parties or the contracting party has explicitly consented to a transfer of data. Otherwise the contracting party's data are not disclosed to third parties. The contracting party hereby agrees that
- The collected personal data may be disclosed to third parties for the purpose of time keeper producing lists of results and placing these lists on the Internet;
- His surname, first name, year of birth, residence, start number and results (places and times) are published in all the event-relevant print media (participant list, list of results, etc.) and in all the electronic media such as the Internet (e.g. social media, online newsletters)
- When booking the SMS results service, his mobile phone number shall be provided to third parties for the purpose of sending SMS.

### 15.5 Deletion of data

- Deletion of participants' personal data takes place if a right to deletion has been asserted and legal storage requirements do not preclude it as well as if the data are no longer required to fulfil the purpose associated with their storage or if storing them is not permissible for any other legal reasons. The request must be in writing to be valid (not email)

### 15.6 Consent of participants to the collection, use and release of data

- The contracting party shall ensure that any individuals he has registered have been informed about the regulations and that they have given their approval to the aforementioned terms. The contracting party indemnifies the organiser upon first demand as free from all claims by the individuals registered by him based on the aforementioned terms and shall bear all the costs thus incurred (including the legal defence costs).

### 15.7 Collection and administration of telephone numbers

- The registration of telephone numbers shall occur in the personal user profile or in a special registration application on the registration tool of race result.

- The registered telephone numbers shall be used for the delivery of welcome, information and congratulation SMS in connection with the event. Under no circumstances shall advertising SMS be sent. The sponsor of the SMS service may be mentioned in the SMS text.
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## **16. Identification of visitors**

- Occasionally information may be locally stored on computers with which users can be identified. Such information is described as "cookies". These text files stored on a user's hard disk do not contain any personal information, but facilitate their use of our Internet pages: thanks to the cookies, we can supply users with the personalised contents desired without them having to register anew on every visit. Users can configure their browser so that a warning appears before the storage of a cookie.
  - users may in general reject cookies. However, in this case particular services cannot be used.
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## **17. Security**

- The provision of personal information via the Internet always involves risks and no technical system is completely secure against manipulation or sabotage. 4 Islands d.o.o. shall attempt to a reasonable extent to take measures to hinder unauthorised access to a user's personal information and the unauthorised use or falsification of this information and to minimise the corresponding risks.
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## **18. Miscellaneous**

- Verbal side agreements have not been made in this matter. Additions and amendments to the agreement must be in writing to be valid (not email). The same applies to waiving or modifying the aforementioned written form.
  - If individual provisions of this participation agreement should be or become invalid or should there be a loophole requiring regulation, the participation agreement is otherwise valid. The parties shall conduct negotiations in good will to replace the
  - invalid or missing provision with a valid one that comes closest to the parties' documented business intention.
  - This Agreement shall be governed by Croatian law. In the event of any dispute arising from or in connection with this Agreement, the Contracting Parties agree on the competence of the court in Zagreb.
  - In case of any discrepancy between Croatian and English version of this Agreement, the Croatian version shall prevail
  - Status: august 2020
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## 19. Covid19 / Corona virus

- Race participants agree that the operation of the event is subject to the rules prescribed by the Center for Civil Protection or/and WHO, and related to public gatherings in the open air and the implementation of sporting events. Participants undertake to adhere to the same rules for the entire duration of the event.
- The rules may apply to the items listed below, but also to any additional guidelines prescribed by the Civil Protection Headquarters or/and WHO which will be subsequently published on the race website.
  - o specific functioning of refreshment zones
  - o multiple and separate starts due to the limited number of people allowed in the same group
  - o limiting groups of people in the start / finish zone, for which the organizer will, if necessary, hire officials to maintain and warn of the allowed social distance
  - o reduced scope of the winner ceremony and abolition of the ceremonial part of putting a medal around the neck, exchange of handshakes and similar established patterns of behavior during the ceremony
  - o the organizer does not have any responsibility for any transmission of the infection during the event
  - o The organizer reserves the right to deny the possibility of starting the race, as well as the right to remove from the event to persons who do not follow the instructions of the civilian headquarters for protection against virus transmission.

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