



## General Terms and Conditions for Participation

### 1. GENERAL

General terms of Conditions and terms (GTC) pertain for all participants of the Oberbank Donaulauf Ottensheim. GTC govern the legal relationship between participant and organizer (Turn- und Sportverein Ottensheim (ZVR: 705956306), which has come into effect by registration and paying entry fee by the participant. Austrian law is applicable for the legal relationship. Place of jurisdiction is Linz if not determined otherwise by European or Austrian law.

### 2. REGISTRATION AND ENTRY FEE

**2.1.** Registration for Oberbank Donaulauf Ottensheim will be made through the link on our homepage <http://www.donaulauf.at> to the registration site <http://my4.raceresult.com>. Via this site also the payment by SEPA debit advice will be handled. Due to organizational reasons other kinds of payment are not possible. Participant will receive an e-mail confirming the registration. Bank expenses caused by incorrect, incomplete or illegible data given on the entry form, will be charged to the participant responsible. If participant is under age (18<sup>th</sup> year of age is not completed), the participant has to send a consent form signed by his/her legal guardian to the mail-address mentioned in confirmation mail. Also presenting the declaration on collection of race numbers is possible.

Online registration (booking of a race number) equals the purchase of an event ticket and therefore is not subject to Distance Selling Act §5f. Nr. 7 BGBl I 185/1999, which regulates that the law regarding contracts of rendering services in the field of recreational activities, will not be applied. This means that the right of withdrawal and money back within 7 days is not possible.

Alternatively groups up from 5 persons may send the filled out Excel-File available at our homepage <http://www.donaulauf.at> and send it to [donaulauf@ottensheim.at](mailto:donaulauf@ottensheim.at). In this case you will pay against receiving a bill.

**2.2.** Registration will come into effect (both for participant and organizer) after irreversible entry of entry fee on our account mentioned in registration confirmation mail. For participants under age also declaration of consent signed by legal guardian is necessary.

**2.3.** Organizer is entitled to limit number of participants or to reject participants.

**2.4.** Due to organizational reasons online registration is possible by Sept. 29<sup>th</sup>, 2019, 23:59:59 at the latest. Participants using late registration on Oct. 04<sup>th</sup> or Oct. 5<sup>th</sup> have to do this personally and pay entry fee immediately.

Place of late registration: Donauhalle Ottensheim, Sportplatzstraße 1, 4100 Ottensheim

Date and time: Oct. 4<sup>th</sup> from 12:30 to 06:30pm or Oct. 5<sup>th</sup>, 2019  
from 08:30 to 12:45 (kid'smarathon to 10:30).

**2.5.** If a participant do not participate or do not finish on any reason he /she will not be entitled to refund of entry fee.

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**2.6.** The race number is a personal document. In emergency cases it is the only possibility to identify the participant. Handing over the race number to a third person implicates disqualification. If the officially allocated start number is altered in any way, especially if the advertising section is obscured or made unrecognisable, the participant will be excluded from the timed results (disqualified).

**2.7.** Organizer is entitled to change, abort or cancel the Oberbank Donaulauf Ottensheim on any reason. Participants have a claim for restitution of entry fee in case of cancelling the Oberbank Donaulauf Ottensheim for other reasons than due to force majeure only. In addition to that participants have no titles.

**2.8.** Due to the official end of restrictions for using public streets the latest finish time for half marathon is 4:30pm. If it can be foreseen that a participant will not reach time deadline, he/she will be withdrawn from the race. There is no timekeeping after 4:30pm.

## **3. TERMS FOR LIABILITY**

**3.1.** Oberbank Donaulauf Ottensheim will take place in any weather condition.

**3.2.** Participation happens at one's own responsibility. In doubt participants should consult a doctor for checking their medical condition. Participants under age are allowed to enter only after presenting consent form signed by his/her legal guardian.

**3.3.** Participants are aware of the fact, that taking part in mass events and running itself are attended with danger for health and physical integrity. Participants are also aware of the fact that they attend on their own risk only.

**3.4.** Organizer takes no liability for injuries or harms caused by the participant herself/himself or by other participants.

**3.5.** Usage of sport equipment like race wheelchairs or inline skaters is not allowed. The entrainment of buggies or animals is also forbidden. Participants are not allowed to be accompanied by persons not attending the Oberbank-Donaulauf (especially using bicycles or inline skaters). This will implicate disqualification of participant.

**3.6.** Participants are aware of the fact, that the course may include unblocked roads and routes. Therefore participants have to observe regulations of traffic code at any time.

**3.7.** Instructions of the organizer and his identified personnel, of police and medical services are to be carried out immediately and unexceptionally. Contravention, which disturbs the event or prejudice other participants, may implicate disqualification of the participant. In this case the participant has no claim to refund of entry fee or any other claim against the organizer.

**3.8.** Organizer takes no liability for claims resulting of deficient condition of the event terrain.

**3.9.** Organizer takes no liability for lost or damaged items.

**3.10.** Organizer takes no liability for correct performance of timekeeping.

**3.11.** Organizer is liable for contractual violation of duty caused by the organizer or persons attributable to him in case of malice or wanton negligence only. This is not valid for compensation for damages to a person.

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## 4. PERSONAL DATA

**4.1.** By completing and sending the online-application form or by personal registration (will be termed "By registration" below) the participant agrees to storage of her/his personal data used for carrying out the Oberbank-Donaulauf. All data with the exception of data used for the ranking, will be deleted 14 months after the race.

**4.2.** By registration the participant agrees to release of parts of her/his personal data (first name, surname, year of birth, nationality, team, course and runtime) in lists of starters and runtime. These lists may be published in internet, print medias and by notice at the event area.

**4.3.** By registration the participant agrees to audio- and video recording as well as taking pictures showing the participant in connection with the Oberbank-Donaulauf. These recordings and pictures may be used by the organizer for publishing in internet, broadcast, television, print medias, advertisements, books and photomechanical duplications (DVD, CD,..) without any remuneration to the participant.

**4.4.** By registration the participant agrees to postal- and mail deliveries of information regarding the event by the organizer.

**4.5.** Participants have the possibility to apply for the newsletter of the organizer by crossing the check box under "keep me informed". By applying for the newsletter the participant agrees to storage of her/his mail address being used for information about the event and other events of the organizer. By sending an e-mail to [donaulauf@ottensheim.at](mailto:donaulauf@ottensheim.at) participants have the possibility to cancel their consent at any time.

## 5. TIMEKEEPING

Timekeeping will be carried out by race result austria. The transponders for timekeeping are integrated in the bib. In order to reach optimal detection, bib must be attached to wear in a way the label is in a horizontal position. It is not necessary to return bib after race.