

## Conditions of Participation for the events of the Generali Köln Marathon 2024

**DISCLAIMER: This is a translation of the German document; only the German document (AGB) is legally binding. Any discrepancies or differences created in this translation are not binding and have no legal effect for compliance or enforcement purposes.**

(1) The **Generali Köln Marathon 2024** consists of the marathon, half marathon, relay marathon, school marathon and children's run and will be held in Cologne.

(2) The **organizer** of the Generali Köln Marathon 2024 is the Kölner Verein für AusdauerSport e.V.

Kölner AusdauerSport GmbH, Girlitzweg 30 | Halle Tor 1, 50829 Cologne, has been commissioned to stage the event.

(3) The sole contractual partner of all participants in the Generali Cologne Marathon 2024 is Kölner AusdauerSport GmbH (hereafter referred to as the staging organizer).

(4) A **participant** is a natural person who takes part in one of the events.

(5) An **interested party** is a natural person who wishes to take part in one of the events.

### § 1 Scope of Application

1) These conditions of participation govern the legal relationship between a participant and the staging organizer (organization contract).

(2) The organization contract between the participant and the staging organizer is formed when the organization fee has been debited from the account of the interested party.

(3) The participant acknowledges that the provision of services by the organizer begins with his/her registration for the event.

(4) In addition to these conditions of participation, the following **sporting rules** apply to the individual events in the version valid at the time of registration and thus also become part of the organization contract (the rules of the conditions of participation take precedence over the sporting rules in the event of contradiction):

(a) All events of the Generali Cologne Marathon will be held in accordance with the Internationales Wettkampfbüchlein (IWR) of the German Athletics Association (DLV) and World Athletics (WA) valid on the day of the event under the supervision of the DLV. This applies to runners with and without a DLV starting pass.

(b) Compliance with the above-mentioned sporting rules will be checked and recorded by the federation's competition supervisor.

(c) For the relay marathon, school marathon and the children's race, the regulations drawn up by the organizer apply in addition to the rules listed under (a).

(5) The sporting rules listed here are updated regularly by the aforementioned institutions in order to ensure fair competition. Possible changes, which take into account the legitimate interests of the participants after their registration and which are announced by the staging organizer on its website or in writing, become part of the organization contract.

### § 2 Participation requirements and health of the participants

(1) The staging organizer shall publish the participation requirements for all competitions on its website (hereinafter referred to as **call for entries**). These are binding for every participant.

(2) By registering, the participant confirms that they have checked their health requirements. If necessary, with the assistance of a doctor.

(3) Participation is at the participant's own risk.

(4) Any natural person who has reached the age of 4 for the children's race, 10 for the school marathon, 14 for the relay marathon, 16 for the half marathon or 18 for the marathon in the calendar year of the event is eligible to participate.

(5) The participant declares that they will provide proof that they are fit to participate if the staging organizer and/or the authorities require it. The form in which the proof must be provided will be announced by the staging organizer in good time.

### § 3 Registration and participation fee

(1) Interested parties can only register to take part in a competition via the online registration. The staging organizer will not accept registrations by e-mail, telephone, fax, letter, etc.

(2) The staging organizer will announce the maximum number of participants per competition (participant limit). Anyone who meets the requirements for an event of the Generali Köln Marathon in accordance with the terms and conditions of the call for entries may

register until the end of the expo on October 5, 2024, provided that the participant limit has not been reached before then.

(3) Upon registration, the entry fee including the service fee and the costs for individually selected additional services (e.g. merchandise items, event shirt) are due for payment. The entry fee depends on the number of registered participants.

(4) A service fee of € 30.00 is included in the entry fee. The service fee is the same for every participant and covers the administrative costs for registration and the preliminary work required to organize the event. The service fee is non-refundable if the event is canceled.

(5) A legal claim to participation in a competition only arises when the entire payment amount has been received in the staging organizer's account. If the payment amount has not been received by the registration deadline, the entitlement to a starting place shall lapse.

(6) The right to participate is a highly personal right and is not transferable. Participants may not transfer their starting number to third parties. The staging organizer will disqualify participants who violate these rules. § 8 (4) of these conditions of participation applies accordingly.

(7) For all registrations received after September 1, 2024, an additional late registration fee of € 20.00 will be charged - regardless of the price level valid at that time.

#### **Change of race distance**

(8) A change of race distance is only possible from the half marathon to the marathon and only if the participant limit for the marathon has not yet been reached. It must be made in writing via the change link in the e-mail registration confirmation and by August 31, 2024 at the latest. In the event of a change of race distance, the participant must pay the difference between the entry fee already paid for the half

marathon and the current marathon entry fee to the staging organizer. The participant gives his direct debit authorization for this.

#### **Collection of the starting kit**

(9) The participant will receive everything required for participation (starting number with transponder etc.) as well as booked additional services (event shirt etc.) at the Running.EXPO. Collection on the day of the event is not possible.

(10) Each participant must collect the starting documents and present the e-mail confirmation of participation and a valid ID with photo.

#### **Delivery of the starting kit**

(11) For an additional charge, participants residing in Germany and Benelux can book the postal delivery of the starting kit by parcel.

(12) This service can be booked for the marathon, half marathon or relay marathon (not for school marathons or children's races) until August 31, 2024 at the latest, provided that the limit of 5,000 items has not been reached.

(13) The starting kit will be shipped from mid-September 2024.

(14) If the package cannot be delivered (e.g. due to an incorrect address, absence, non-collection at a packing station or similar), the participant can only collect their starting kit (the returned parcel) at the Running.EXPO. A second delivery attempt will not be made due to time constraints, nor will the shipping fee be refunded in this case. Costs arising from returns are to be borne by the participant.

#### **Codes**

(15) Registrations by code can only be made online and until August 31, 2024, provided that the participant limit of the respective competition has not yet been reached.

(16) Codes are only valid for the current event year for which they were issued and are not transferable to other event years.

(17) Sent Codes will not be refunded.

#### **§ 4 Terms of payment**

(1) The payment amount consists of the respective entry fee for the event including a €30.00 service fee and any additional services booked.

(2) Domestic participants residing in Germany can pay by S€PA direct debit or sofortüberweisung.de until October 5, 2024.

(3) Foreign participants can choose between S€PA direct debit (depending on availability), credit card (Mastercard or Visa) or sofortüberweisung.de payment.

(4) Late registrations at the Running.EXPO can only be paid by EC or credit card (Mastercard or Visa) or sofortüberweisung.de.

(5) If the entry fee is not paid within 14 days of registration, or at the latest by October 5, 2024, the right to a starting place will be forfeited.

(6) Fees incurred due to incorrect bank or credit card details or returned direct debits will be charged to the participant.

#### **§ 5 Non-appearance at the event**

In the event of a no-show at the event, neither the entry fee paid, the service fee nor any additional services booked will be refunded. The entry fee can be covered by entry fee insurance. We will send you

the pre-booked event shirt after the event in return for a stamped envelope addressed to you (currently €1.60).

### Entry Fee Insurance

(1) Every participant in the marathon and half marathon has the option of paying a fee to insure themselves against unexpected or serious illness, accidental injury, loss of employment, significant damage to property, etc. (see insurance conditions for details).

(2) The contractual partner for the entry fee insurance is Europ Assistance Services GmbH (a subsidiary of Generali Deutschland AG), Adenauerring 9, 81737 Munich, <https://www.europ-assistance.de/>. The entry fee will be reimbursed only in accordance with the terms and conditions of Europ Assistance. This insurance does **not** cover booked additional services such as merchandise articles etc. or travel and/or accommodation costs.

(3) The entry fee insurance can only be taken out directly in connection with the entry registration and does not apply if the race or an individual event is canceled due to force majeure. It does **not** cover the service fee in the case of cancellation. (see also § 14).

(3) The detailed insurance conditions can be viewed at <https://generali-koeln-marathon.de/events/marathon/> or <https://generali-koeln-marathon.de/events/halbmarathon/>.

(4) If the entry fee insurance is booked, the participant will receive the insurance certificate as a PDF in their email registration confirmation.

### § 6 Safety during the race

(1) The staging organizer shall inform the participants of all organizational measures required for the competitions before the

start of the event on its website or in the starting documents. The participant agrees to observe and implement all guidelines given to them. These will be sent to each participant via email as part of their confirmation of participation and can also be viewed on the staging organizer's website.

(2) The participant will follow the instructions of the staging organizer and its appropriately identified personnel (e.g. stewards, marshals, finish line personnel or medical services).

(3) The participant is aware that all competitions of the race in a large city are mainly held on public roads. The staging organizer will check the respective routes before the start of all competitions and remove any visible obstacles and sources of danger. The participant is aware that the route may have bumps and special features typical of a large city. The participant will pay particular attention to this.

(4) In the event of actions that could disrupt the orderly course of the race or endanger the safety of other participants or visitors, the staging organizer is permitted to immediately exclude a participant from further participation in the event. In such cases, there is no entitlement to a refund of the entry fee.

(5) The call for entries of the respective events as well as the Internationale Wettkampfgeregeln (IWR) of the Deutscher Leichtathletik-Verband (DLV) and the International Association of Athletics Federations (IAAF) shall also apply.

(6) In the event of official requirements changing at short notice, e.g. due to the Covid-19 pandemic, the race structures and organizational procedures may still be adjusted after registration. This is not a reason to withdraw from the event.

### § 7 Exclusion and disqualification

(1) The staging organizer and the competition jury are entitled to exclude the participant from participation in the race (disqualification) if one or more of the following circumstances apply:

(a) participation without the transponder provided for timekeeping in accordance with § 8 of these conditions of participation or reasonable suspicion of manipulation of the transponder or timekeeping (e.g. missing split times, leaving or shortening the course).

(b) Incorrect personal data provided during registration.

(c) a ban imposed on the participant by the DLV or the IAAF at the time of the start.

(d) Suspicion or evidence of the use of unauthorized substances (doping).

(e) Reasonable assumption by the staging organizer or the medical staff commissioned by it that the participant cannot participate in the race for health reasons or cannot continue the race because the participant's health appears to be or is at risk.

(f) Altering the race number in any way (e.g. the sponsor print is made invisible, unrecognizable, removed or worn on the back; see also race number attachment on <https://generali-koeln-marathon.de/>).

(g) Violations against the rules of the respective events by the institutions named under § 1(4) of these conditions of participation, which lead to disqualification according to the respective rules and regulations.

(h) Passing on the start number with transponder to other persons.

(i) Starting without a start number.

(j) Starting in the wrong starting block - too far in front (this is checked by the timing system).

(k) Starting with more than one transponder.

(l) Exceeding the time limit set by the staging organizer:

- Half marathon: 2:45 hours net (from crossing the start line)

- Marathon and relay marathon: 6:00 hours net

Official end: As soon as a participant is overtaken by the sweeper vehicle at the end of the field, they are eliminated from the competition and must leave the course or road. Their insurance cover expires at this point. The roads are then no longer closed to traffic and the road traffic regulations apply. In this case, the participant who has been overtaken can either be brought to the finish by the sweeper car or travel to the post-finish area independently by public transport.

(m) Falling below the minimum age required by the staging organizer for the respective competition

(n) Pushing a baby jogger.

(o) Carrying animals.

(p) Wearing headphones and listening to music via iPods, smartphones, etc. (considered an unauthorized technical aid according to IWR)

(q) Accompanying runners on means of transportation such as bicycles, inline skates, etc.

(r) For relay teams, the following rule violations lead to immediate disqualification:

(s) Starting with more than four relay team members

(t) Handing over the transponder outside the transition zones

(u) Starting without a transponder

(2) Should one or more participants use the event as a platform for activities not permitted by the staging organizer that damage the reputation of the staging organizer or its sponsors, the staging organizer reserves the right to not allow these participants to start and to remove them from the race or to disqualify them. This applies in particular to unauthorized or unapproved advertising (on the race clothing) for third parties, especially if these are in competition with the sponsors of the staging organizer. In case of doubt, each participant has the option of making prior arrangements with the staging organizer no later than four weeks before the event.

(3) In the event of any kind of disqualification, there is no entitlement to a refund of entry fees and fees for additional services.

(4) Objections to a ranking or disqualification can be logged with the official competition court by e-mail (einspruch@koeln-marathon.de) up to 24 hours after the race. The staging organizer will examine this together with the official competition committee and make a decision within a further 24 hours. In case of doubt, the competition regulations of the DLV or the IAAF apply.

(5) The staging organizer reserves the right to disqualify participants for gross violations even after the objection period has expired.

## § 8 Timing and results

(1) Timekeeping for all competitions (with the exception of the children's race) is carried out exclusively via race result AG

transponders integrated on the back of the bib numbers. The transponder itself does not record or process any data.

(2) The staging organizer can only guarantee timekeeping if the bib number is properly attached and all timing mats laid out are crossed.

(3) The mandatory transponder for timekeeping is purchased as part of the registration process. It is located on the back of the bib number.

(4) Provisional results lists will be published on the staging organizer's website immediately after the event. The results will be presented in accordance with the sporting rules of the institutions named under § 1(4) of these conditions of participation. The staging organizer will only publish the final presentation of the results of all competitions once the objection period has expired or the objections have been processed. Placings may change up to this point in time.

## § 9 Personal rights and data protection

(1) The participant agrees that the photos, film recordings or interviews made in connection with their participation in the event may be distributed and published on the radio, television, internet (e.g. websites, social media, live streaming), app or print media (e.g. on posters, flyers, program booklet) without any claim to remuneration.

(2) The staging organizer stores and processes the personal data provided by the participant when registering for the purposes of organizing and running the event. This applies in particular to the data required for payment processing and communication.

(3) The participant expressly agrees to the publication of surname, first name, gender, age group, place of residence, club, start number and result (placings and times) in all media relevant to the event

such as online media (e.g. live streaming), print media, app (if applicable) and television.

(4) With the express consent of the participant in the online registration, the staging organizer shall pass on personal data of the participant to the following companies for the following purposes:

(a) race result AG, Joseph-von-Fraunhofer-Str. 11, 76327 Pfinztal, <https://www.raceresult.com/>, carries out the timing of the event.

The internet service provider is pooliestudios GmbH, Rolandstraße 83, 50677 Cologne, <https://pooliestudios.com/>.

The participant agrees that the staging organizer may pass on, store and publish the participant's surname, first name, address, gender, year of birth, nationality, club, start number to race result AG and pooliestudios GmbH for the purpose of timekeeping, compiling the starter and result lists including placings and posting these lists on the Internet and, if applicable, in the app.

(b) The participant agrees that the personal data of the participant collected by the staging organizer may be passed on to the corresponding service provider (e.g. to race result for the SMS service etc.) when booking an additional service, insofar as this is necessary for the provision of the respective service.

(c) If the participant has booked entry fee insurance from Europ Assistance Services GmbH, Adenauerring 9, 81737 Munich, <https://www.europ-assistance.de/>, the latter will receive access to the participant's personal data for the possible processing of the refund. This entry fee insurance is a service provided by Europ Assistance Services GmbH. The processing or utilization of the insurance takes place exclusively with Europ Assistance Services GmbH.

(d) If booked, the participant agrees that their first name, surname, start number, language selected in the registration and e-mail

address for the photo flat and the video will be passed on to Sportograf GmbH Co KG, Dennewartstraße 25-27, 52068 Aachen, <https://www.sportograf.com/>, and stored.

(e) If booked, the participant agrees that their first name, surname, address, telephone number and e-mail address will be forwarded to and stored by the service provider DHL, Sträßchensweg 10, 53113 Bonn, <https://www.dhl.de/>, for the purpose of sending the starting kit.

(f) The participant agrees that the personal data of the participant collected by the staging organizer in the results lists may be forwarded to the athletic umbrella organization Leichtathletik-Verband Nordrhein (LV Nordrhein) e. V., Friedrich-Alfred-Straße 25, 47055 Duisburg, <http://www.lvnrhein.de/>.

(g) The participant agrees that the personal data of the participant collected by the staging organizer in the marathon results lists will be forwarded to Abbott World Marathon Majors (AbbottWMM), Chicago, Illinois, United States, <https://www.worldmarathonmajors.com/agwr/world-championships/>, for the AbbottWMM Wanda Age Group World Ranking Qualifiers.

(h) If registered for it, the participant agrees that the personal data of the participant collected by the staging organizer will be forwarded to the Kölner Studierendenwerk, Universitätsstraße 16, 50937 Cologne, <http://www.kstw.de/>, for the evaluation and awarding of the Studi-Werk Cup.

(i) If subscribed, the participant agrees that their first name, surname, gender and e-mail address may be passed on to the service provider pooliestudios GmbH, Rolandstraße 83, 50677 Cologne, <https://pooliestudios.com/>, for the purpose of sending the newsletter and e-mailings and stored by CleverReach GmbH & Co. KG, Schafjückenweg 2, 26180, <https://www.cleverreach.com/de/>.

5) The participant agrees that the staging organizer may use the stored personal data for information purposes for the event.

(6) Personal data will not be sold to third parties.

(7) The participant is entitled to object to the forwarding of his/her personal data. He must notify the staging organizer of this in writing.

Note: However, certain event-relevant data (first name, surname, year of birth, nationality, club, start number, placing and times) are of higher interest, so that participation is not possible without their storage, processing and publication. This data will not be deleted.

(8) The complete privacy policy of the staging organizer can be viewed here: <https://generali-koeln-marathon.de/datenschutz/>.

## **§ 10 Exclusions of liability**

(1) The staging organizer is not liable for the consequences of health risks in the person of the participant. Reference is made to § 2(2) of these conditions of participation.

(2) By registering, the participant confirms that they are aware of the risk of contracting a disease such as the coronavirus during the event, despite all hygiene measures implemented by the organizer. The organizer cannot guarantee 100% protection against infection. The staging organizer is not liable for any hospital costs or loss of salary.

(2) The staging organizer assumes no liability for items stored free of charge, including and in particular for kit bags and their contents (e.g. clothing, glasses, keys, smartphones, etc.) handed in for safekeeping at the kit bag drop-off point.

### **§ 11 Limitation of liability**

(1) Participants' claims against the staging organizer for damages or compensation for futile expenses shall be governed by the provisions of § 10 of these Conditions of Participation.

(2) The staging organizer shall have unlimited liability for damages resulting from injury to life, body or health caused by an intentional or negligent breach of duty by the staging organizer, a legal representative or a vicarious agent of the staging organizer.

(3) In the case of other liability claims, the staging organizer shall only be liable without limitation if the guaranteed quality does not exist and for intent and gross negligence on the part of its legal representatives and vicarious agents.

(4) The staging organizer shall only be liable for slight negligence if an obligation is breached, compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligation). In the event of a slightly negligent breach of a cardinal obligation, liability shall be limited to five times the organizational fee and to such damages as must typically be expected to occur in the context of the performance of the contract.

### **§ 12 Payment of premiums**

(1) The placement bonuses for all events, if advertised, will be calculated and paid on the basis of the official results list. This will be published on the website after the end of the objection period. After the official results list has been published, all winners will be awarded prizes as advertised.

(2) Separately advertised premiums and bonuses for elite athletes will only be paid to athletes with a valid contract with Kölner AusdauerSport GmbH.

(3) The staging organizer will inform the winners of the age groups and special classifications in writing after the race in accordance with the conditions of the competition. Additional cash or non-cash prizes that may be awarded for the individual competitions will be sent to the winners after the event.

(4) A participant loses any entitlement to a prize and must repay any prizes already received to the staging organizer if they are disqualified in accordance with § 8.

### **§ 13 Sustainability**

The staging organizer strives to make the event as sustainable and environmentally friendly as possible. In the course of this, there may be changes to the organization or the range of goods on offer during the course of an event year. Participants will be informed of any changes in good time by email, on the website and via social media. By registering, the participant accepts these possible changes. The participant will not incur any additional costs. There is no entitlement to a refund in the event of changes due to sustainability measures.

### **§ 14 Cancellation of the race**

If the event is cancelled due to force majeure (pandemic, severe weather, terror warning, etc.) or other reasons for which the staging organizer is not responsible, the participant will receive a full refund of the entry fee and the additional services booked. The service fee (see § 3, paragraph (5) in the amount of € 30.00) will not be refunded.

There is no entitlement to damages.

### **§ 15 Applicable law**

(1) German law shall apply exclusively.

(2) The place of jurisdiction is Cologne.