

# GENERAL TERMS AND CONDITIONS



ZURICH CITY TRIATHLON

Zurich Triathlon GmbH, organizer of the Zurich City Triathlon, (hereinafter referred to as ZC3) is exclusively responsible for content that is created, published and distributed by itself. The terms and conditions apply to the content of the platform [zurichcitytriathlon.ch](http://zurichcitytriathlon.ch) and all subdomains belonging to this domain.

These GTCs refer exclusively to the Zurich City Triathlon 2023 and apply to participating triathletes, teams, sponsors and partners.

## 1. Conditions of participation

### 1.1. Eligibility

Anyone who has duly registered and been accredited, has accepted the general terms and conditions, the regulations and the liability waiver and has confirmed their compliance with their signature is entitled to start.

### 1.2. Approval

In order to be admitted to the competition, the athlete must have reached the minimum age specified for his or her chosen category and be in possession of a valid license, if one is required.

### 1.3. Registration confirmation

The starting place is considered secured only after payment of the entry fee. After successful receipt of the payment a registration confirmation will be sent.

### 1.4. Competition rules

The official competition regulations of Swiss Triathlon apply.

## 2. Duties participants

### 2.1. Own health

Each participant is obliged to assess his or her own health requirements for participation in the event, if necessary after consulting a doctor. Upon receipt of the starting documents, the participant bindingly declares that there are no health concerns against his participation.

### 2.2. Compliance with the organizer specifications

The instructions and directions of the organizer, as well as the instructions of the helpers, must be followed. All instructions from the organizer, which

refer to important information about the event and to danger spots, must be observed and complied with. In the event of violations that disrupt the proper course of the event or endanger the safety of the participants, the organizer is entitled to exclude the participant in question at any time.

### 2.3. Hazards

The participant is aware that competitions can involve dangers and the risk of serious injuries up to fatal accidents cannot be excluded 100%.

## 3. Starting documents

### 3.1. Check-In

The starting documents must be collected personally by the participant at the check-in and will only be issued against submission of the signed liability waiver. The liability waiver can be downloaded from the homepage [www.zc3.ch](http://www.zc3.ch). If a participant or a team does not show up at the check-in at the official times, the right to the starting place will be forfeited. The starting documents will not be sent by mail and must be checked for completeness immediately upon receipt. Subsequent complaints will not be accepted.

### 3.2. Minors

For minors, a custodial person must sign the liability waiver.

## 4. Withdrawal or rebooking by participants

### 4.1. Refund

Once the entry fee has been paid, the registration cannot be cancelled and there is no right to a refund of the entry fee or any part thereof. Cancellation is possible at any time. However, in the event of cancellation (non-participation), the entry fee can only be refunded if the cancellation costs insurance has been taken out and the corresponding amount has been paid in at the time of registration. Conditions and scope of application of the cancellation costs insurance can be found in the document "Cancellation costs insurance". The right to ordered additional services expires at the end of the event.

### 4.2. Transfer launch site

A transfer of the starting place to another person or to the following year is excluded. However, it is possible to transfer the booked starting place to

another distance. In case of an "upgrade" to a longer distance, the surcharge will be invoiced at the currently valid registration price. In case of a "downgrade" to a shorter distance and thus to a lower registration fee, there will be no refund.

## 5. Award ceremony

Presents for the award ceremony will only be handed out during the award ceremony. There is no entitlement to a subsequent handover.

## 6. Event cancellation and changes

In the unlikely event that a lockdown or cancellation of the event is ordered (e.g. due to force majeure or Covid-19), the organization will make every effort to find an alternative date in order to be able to hold ZC3 after all.

ZC3 is not obliged to pay any compensation to the participants, suppliers, sponsors and partners if in cases of force majeure, due to official orders or for safety reasons, the execution of the event has to be changed or cancelled completely. There is no claim for refund of the entry fee for registered participants. Sponsors and partners are not entitled to a refund of payments already made or services already rendered, nor to the return of goods. Neither are they entitled to reimbursement of other costs, such as travel expenses to and from the event or hotel costs. In cases of force majeure, ZC3 is released from its performance obligations to suppliers

## 7. Liability

### 7.1. Competition risk

Each participant takes part in the competition at his own risk and responsibility. The organizer declines, as far as legally permissible, any liability and is in particular not liable for accidents, thefts, illness and other cases of damage.

### 7.2. Insurance / Cost absorption

Upon receipt of the start number, the participant bindingly declares that there are no health concerns against his participation. The participant has to pay for an appropriate health, accident and liability insurance cover himself. Costs incurred by the use of blue light organizations and the like shall be borne by the participant.

## 8. Brand and Logo

The brand Zurich City Triathlon, as well as the logo are copyrighted trademarks. It is prohibited to use the brand for commercial advertising purposes or offers around the event.

## 9. Liability

ZC3 is not liable for content and programs distributed on the zurichcitytriathlon.ch web site, nor for any damages arising therefrom. This applies to all types of damage, in particular damage that may be caused by errors, delays or interruptions in transmission, in the event of malfunctions of technical equipment and

services, incorrect content, loss or deletion of data, viruses or in any other way during the use of this web offering. For information purposes, the zurichcitytriathlon.ch platform may link to third-party sites. In this case, ZC3 assumes no responsibility for the content, accuracy, legality or functionality of third-party websites that are referred to by links or tools from the zurichcitytriathlon.ch website. Page calls via links are made at the user's own risk.

## 10. Copyright

### 10.1. General Information

The contents of the ZC3 website are protected by copyright in accordance with the applicable copyright laws. The use of the provided material is permitted exclusively for non-commercial purposes. The ZC3 logo may not be used, not even for printing on textiles, flyers or other advertising material. A simple, non-exclusive and non-transferable license is granted to all information, data, software and other content of the ZC3 website that is expressly made available for downloading, which is limited to one-time downloading and storage. All further rights remain with ZC3. Thus, in particular the sale and any commercial use, as well as the transfer to third parties is prohibited. ZC3 is not liable for disruptions in the quality of access due to force majeure or due to events for which ZC3 is not responsible, in particular the failure of communication networks and gateways. ZC3 does not guarantee that the zurichcitytriathlon.ch website will function without interruption or error.

### 10.2. Rights of use of electronic content

ZC3 receives the unrestricted rights of use for all content (texts, photos, videos, etc.) uploaded electronically by users to the zurichcitytriathlon.ch platform or social media. In particular, this information may be used for advertising purposes, social media, on the zurichcitytriathlon.ch platform and in newsletters. ZC3 cannot be held responsible for copyright infringements in this context.

## 11. Severability clause

If individual provisions of these GTCs are or become invalid, this shall not affect the validity of the remaining provisions. The parties are obliged to agree on a new provision that comes closest to the purpose pursued by the invalidated provision.

## 12. Jurisdiction

Swiss law shall apply. The place of jurisdiction is Zurich.

Status: Zurich, September 30th, 2022