

HYROX YOUNGSTARS

TERMS AND CONDITIONS OF PARTICIPATION

HYROX Season 2023/2024 – United Kingdom & Republic of Ireland

1. GENERAL INFORMATION

- 1.1. Upsolut SPORTS GmbH, whose registered office is at 322 Bahrenfelder Strasse, 22765 Hamburg, Germany (“Upsolut”, “we” or “us”), organises either by itself or with its U.S. subsidiary or authorized event partners the event “*HYROX – the World Series of Fitness Racing*” (“HYROX”). HYROX comprises of several mass-participation events staged indoors in various cities around the world, with the world championship as the season highlight and finale. To cater for and introduce young athletes to the fitness racing sport of HYROX we created the event “*HYROX YOUNGSTARS*” that is organised and staged beside the adult race as a separate fitness race competition. It is set-up for boys and girls from eight to fifteen years of age to compete individually in the following age-groups: U10 Boys/Girls, U12 Boxes/Girls, U14 Boys/Girls and U16 Boys/Girls.
- 1.2. HYROX YOUNGSTARS events are organised and staged indoors subject to all applicable laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures of any governmental authority that apply to participants and spectators (together “Applicable Laws”).

2. THESE TERMS & CONDITIONS

- 2.1. These Terms and Conditions (“T&Cs”) set out and comprise all of the legal terms applying between us and the applicant (“you”) in relation to the registration of your child to participate in any HYROX YOUNGSTARS event (each an “Event”) taking place in the United Kingdom and the Republic of Ireland (the “Territory”). They are part of the agreement that you are concluding with us when registering your child for an Event.
- 2.2. We reserve the right at our discretion to amend these T&Cs (and the format, date and structure of any Event), including if there is a change in the Applicable Laws or amendments due to changes in the event structure. If we do implement such changes, we will notify you of any such changes in advance.

3. EVENT REGISTRATION

- 3.1. To register your child to participate in any Event, you must be:
 - 3.1.1. aged eighteen (18) years or older,

- 3.4.3.** at Upsolut's reasonable request, be willing to disclose its state of health (including with supporting confirmation from a qualified medical professional, for example in the form of a doctor's note);
 - 3.4.4.** be duly registered to participate in such Event;
 - 3.4.5.** be in possession of an Event ticket that has been duly personalized by yourself as documented by a QR-/barcode assigned to such ticket; and
 - 3.4.6.** be accredited in accordance with these T&Cs and in possession of an official start number.
- 3.5.** You are solely responsible for assessing the health requirements for your child's participation in any Event. You acknowledge and agree that: (i) your child's state of health may change during the period between registering to participate in an Event and such participation (including due to viral infection, illness or injury); and (ii) you bear this risk alone and may not terminate this contract due to your child's subsequent viral infection, illness or injury. You shall solely bear all costs that you incur in complying with clause 3.4.3 of these T&Cs.
- 3.6.** Spectators, i.e. other people than the parent or legal guardian accompanying the participating child, may purchase tickets for any of the Events whereas participation as a spectator is subject to further personalization of the ticket before the Event as documented by a QR-/barcode assigned to the ticket. Furthermore, Upsolut reserves the right to require spectators to provide evidence of their state of health at the time of the Events, if necessary by providing evidence in the appropriate form as set out in clause 3.4.3 of these T&Cs. Spectators must also bear the risk of any subsequent deterioration in their state of health following the purchase of their tickets and any costs that they incur in the provision of any required proof of good health.
- 3.7.** Upsolut reserves the right to disqualify and/or exclude your child from participating or attending an Event at any time and without any right to a refund of the Fee, or associated costs of participation in the Event if:
 - 3.7.1.** you provide false personal information to us, including during registration;
 - 3.7.2.** you have failed to personalize your child's ticket before the Event;
 - 3.7.3.** there is reasonable suspicion that your child is not in generally good health;
 - 3.7.4.** your child's actions and/or omissions (whether before, during or after any Event) endanger the safety of any other participants, spectators or our staff members or other representatives; or

- 3.7.5.** there is reasonable suspicion that your child is in possession or under the influence of any substances (performance-enhancing or otherwise) at the time of any Event.

4. THE FEE, SERVICE FEE AND TERMS OF PAYMENT

- 4.1.** All listed prices on our registration page are stated to be inclusive of VAT.
- 4.2.** In addition to the Fee, a service fee amounting to 15.00 GBP is payable upon submission of any registration to participate or attend in any Event. This must be paid by you in addition to the Fee.
- 4.3.** The Fee and service fee are due for payment immediately upon Event registration. Such payments may be made by:
- 4.3.1. credit or debit card;
 - 4.3.2. Google Pay;
 - 4.3.3. Apple Pay; or
 - 4.3.4. Visa Checkout.
- 4.4.** If payment is not processed for any reason whatsoever, Upsolut is entitled to terminate our contract immediately without liability. You shall be liable for all costs reasonably associated with such termination.

5. ARRIVAL /ACCESS TO AND EXIT OF THE EVENT

- 5.1.** Upon arrival at an Event with your child and subject to your presentation of:
- 5.1.1.** your official registration confirmation carrying a QR-/barcode;
 - 5.1.2.** your proof of identity as parent or legal guardian of your child, and/or
 - 5.1.3.** your proof of identity and power of attorney as authorized representative of the child's parent or legal guardian;
 - 5.1.4.** if applicable, proof of your child's state of health,

you will receive your child's starting documents and be granted access to the Event, provided your child is not showing any typical symptoms of illness (including but not limited to shortness of breath, coughing or fever).

- 5.2.** Upsolut reserves the right to request further explanation from you regarding your child's health status. If your child displays typical symptoms of illness (such as shortness of breath, cough or fever) or other indications of a viral infection, Upsolut may remove your child from the Event in question with no refund of the Fee.
- 5.3.** You must check your child's starting documents for completeness upon receipt. Your child's score card, contained in the starting documents, must be returned to the Event staff after completion of all workout-stations to be validated and counted for ranking purposes.
- 5.4.** Upon completion of the child's race you must pick-up your child at the finishing area. Children may not exit the Event by themselves.

6. POSTPONEMENT / CANCELING OF THE EVENTS

- 6.1.** Upsolut is under no obligation to hold the Events and, subject to the remainder of this clause 7, may without liability postpone or cancel, or change the time or location of, any or all of the Events for any reason, including due to:
 - 6.1.1.** circumstance not within Upsolut's reasonable control (including circumstances leading to so called "economic impossibility"),
 - 6.1.2.** lack of necessary permits to stage the Event,
 - 6.1.3.** a decision to protect the safety of any members of the public or Event participants, or
 - 6.1.4.** any changes to the Applicable Laws.
- 6.2.** If any Event for which you are registered is cancelled altogether, you shall be entitled to a free rebooking to an alternative HYROX event of your choice taking place within the Territory during same or next Season. In case there neither is nor will be an alternative HYROX event within the Territory during such period of time, Upsolut refund the Fee to you.
- 6.3.** If any Event for which you are registered is postponed, your contract with us (including these T&Cs) shall remain unaffected and your registration shall remain valid for the next rescheduled edition of the postponed Event in question.
- 6.4.** Notwithstanding clauses 7.2 and 7.3 of these T&Cs, if: (i) any Event for which you are registered is cancelled or postponed; and (ii) you can demonstrate to Upsolut's satisfaction that, as a result of the rebooking (clause 7.2.) or

rescheduling (clause 7.3.), you have been caused significant undue financial hardship, Upsolut may, at its sole discretion, refund the Fee to you.

6.5. Any refunds of the Fee will exclude the service fee incurred pursuant to clause 5.2.

7. PARTICIPATION / INFRINGEMENT RISK, LIABILITY, LIMITATION AND DISCLAIMER OF LIABILITY

7.1. Participation in any Event is at your child's own risk and requires that your child is healthy and in good physical condition. It is your responsibility to check your child's health beforehand. With your registration, accreditation and participation, you expressly declare that you are aware of the specific dangers of the Event and that there are no health concerns regarding your participation.

7.2. By registering for any Event, you acknowledge that your child can get injured or infected with viruses during the Event in the course of its participation.

7.3. Subject to clause 7.4. of these T&Cs, and to the maximum extent permitted by law, Upsolut hereby excludes any liability for loss, damage or injury to your child and/or your child's property arising under our contract or in connection with the Event, including any indirect or consequential loss or damage, such as loss of enjoyment or travel or accommodation costs, regardless of whether the loss or damage: (i) would arise in the ordinary course of events; (ii) is reasonably foreseeable; or (iii) is in the contemplation of the parties, or otherwise.

7.4. Notwithstanding any provision in these T&Cs, Upsolut does not seek to exclude or limit its liability (i) for fraud or fraudulent misrepresentation; (ii) for death or personal injury caused by Upsolut's negligence or the negligence of any of its officers, employees or agents; (iii) damages of other financial loss caused as a consequence of our gross negligence, or (iv) for any other matter for which it is not possible to exclude or limit liability by Applicable Laws (including your statutory rights and rights as a consumer).

7.5. We assume no liability for lost clothing, valuables and equipment belonging to you or the participating child that were not handed over to us for safekeeping. You should therefore be insured accordingly.

7.6. Insofar as Upsolut's liability is excluded or limited, this also applies to the personal liability of its employees, representatives and vicarious agents.

8. PRIVACY AND DATA PROTECTION, PHOTO AND IMAGE RIGHTS

8.1. You acknowledge and agree that Upsolut may use any information provided by you for the following purposes:

- 8.1.1. the enforcement of Upsolut's legal rights;
 - 8.1.2. to publish information relevant to participants' finishing times in the Events;
 - 8.1.3. to send you health and safety and other relevant information relating to the Events;
 - 8.1.4. to notify you of events, activities, publications and services that may be of interest to you should you consent to receiving these from Upsolut;
 - 8.1.5. to notify you of any amendments to these T&Cs and/or any of the Events in accordance with clause 2.1; and
 - 8.1.6. to comply with the Applicable Laws.
- 8.2.** Upsolut is entitled, either itself or through authorized third parties, to make audio, audio-visual recordings and/or stills/photographs of the Events as well as record the name, image and voice of the participants during the course of the competition, including the warm-up, the finishing as well as the award ceremony (collectively "**Media Content**") without any obligation for compensation. The Media Content shall clearly qualify as sports competition content thereby generally excluding any individual portraits or close-ups of participants or spectators. Upsolut and/or its authorized third parties may use such Media Content for documentation, information and advertising purposes in all media on a world-wide basis for a period of two (2) years thereafter and allow all official HYROX partners and/or sponsors the same use and application.
- 8.3.** Upsolut shall use best efforts to ensure that the Media Content produced at the Events will only be used in connection with HYROX, even if passed on to authorized third parties.
- 8.4.** Upsolut has the right to store, use, broadcast, display and/or reproduce all Media Content on all media, including but not limited to radio, television, cinema, at events, on data carriers or on the Internet to be published without restriction. This also includes the right to make changes, edits, interruptions, deletions, or other modifications to the Media Content and to use it without restriction as well as to transfer these rights to third parties.
- 8.5.** You hereby approve the publication of any of the Media Content without any form of reimbursement, compensation, or payment if your child is mentioned, depicted or reproduced on any of the Media Content. For any data protection rights issues please refer to our privacy policy.

8.6. Sportograf Digital Solutions GmbH, whose registered office is at 170 Süsterfeldstrasse, 52072, Aachen, Germany ("**Sportograf**") will digitally photograph the Event on Upsolut's behalf. In addition, Sportograf offers to you the opportunity to purchase competition pictures from it. You may also purchase a photo package from Upsolut when making your HYROX booking as annex to your registration. In this case you will enter into an agreement with us. You consent to Upsolut sharing any of your data with the Sportograf and agree to be contacted by the Sportograf in relation to your child's participation in the Event. Upsolut shall require the Sportograf not to share your data with any party other than Upsolut for marketing purposes.

8.7. In relation to medical matters, you agree that:

8.7.1. your child's personal information may be stored, used, and disclosed by Upsolut in connection with the organization and administration of the Events and for the compilation of statistical information. If you or your child become ill during or after an Event and/or receive medical attention or treatment either from medical staff, other medical service providers to the Events as contracted by Upsolut, or any doctor or hospital, you authorise such persons to provide details (including details of medical treatment) to Upsolut or others authorised by them; and

8.7.2. you consent to medical assistance and/or medical care being given to your child in the case of illness, injury or an emergency situation, should this occur during an Event, such assistance to be given by Upsolut, its employees, contractors or other trained personnel conducting the Events (which may include the use of anaesthetics).

8.8. You shall not take, record and/or transmit any sound, image and/or description of the Events other than for your exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Events for any commercial purposes).

9. COMPETITION RULES

The regulations of the HYROX YOUNGSTARS Rulebook apply to each Event (available at: www.hyrox.com). By registering, you accept these regulations as binding.

10. GENERAL

10.1. These T&Cs have been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and

any translated version, the respective version representing the official language of the Territory shall prevail.

- 10.2.** The contract between us constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to our contract which is not already set out in these T&Cs.
- 10.3. Any person not a party to our contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999.
- 10.4. The contract between us (including these T&Cs) is governed by the laws of England and Wales. The parties agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute arising under or in connection with our contract. Notwithstanding the foregoing:
- 10.4.1. Upsolut reserves the right (exercisable at its sole discretion) to pursue legal proceedings against you in either: (a) the courts of England and Wales; or (b) the courts of Germany. If Upsolut elects to issue proceedings in the courts of Germany, such proceedings shall be governed and interpreted in accordance with German law; and
- 10.4.2. you reserve the right (exercisable at your sole discretion) to pursue legal proceedings against Upsolut in either: (a) (for English/Welsh residents registered for an Event in England or Wales) the courts of England and Wales; (b) (for Scottish residents registered for an Event in Scotland) the courts of Scotland; or (c) (for Irish residents registered for an Event in the Republic of Ireland) the courts of the Republic of Ireland. All such proceedings shall be governed and interpreted in accordance with the laws of the jurisdiction in which those proceedings are issued.]

GENUINE RIGHTSHOLDER

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Legal representatives:
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Status: Hamburg, 13 March 2024