



HYROX

WORLD SERIES OF FITNESS RACING

TERMS AND CONDITIONS OF PARTICIPATION

ELITE15 MAJOR – HYROX Season 2024/2025 – United Kingdom

1. GENERAL INFORMATION

- 1.1. Under the auspices of and in collaboration with the genuine rightsholder HYROX World GmbH, Hamburg/Germany (“**HYROX**”), which is responsible for the overall management and international coordination of the HYROX Elitel5 competition, **HYROX UK LTD** with registered offices at 14-18 Great Titchfield Street, London, W1W 8BD, UK (“**Local Organizer**” or “**we**” or “**us**”), organises, manages, stages and delivers the fitness racing event “HYROX – the World Series of Fitness Racing” within the territory of United Kingdom (“**Territory**”) as the local event organizer.
- 1.2. HYROX fitness races are conducted in an event-series format in various cities around the world with the world championship as the respective season’s highlight. A season ends with its world championship and begins with the HYROX fitness race following thereafter (“**Season**”). Besides several mass-participation open-invite regular format fitness racing events for everybody, the HYROX world series comprises four (4) Elitel5 races (“**Majors**” each a “**Major**”) that are subject to individual qualification. These Majors are staged indoors in the individual race division HYROX PRO MEN/PRO WOMEN in various cosmopolitan cities around the globe and broadcast by livestream on YouTube.
- 1.3. The Majors are organised by the respective local event organizer 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 (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 the Local Organizer and the Elitel5 athlete (“**you**”) in relation to your registration and participation in a Major event (“**Event**”) taking place in the Territory. They are part of the agreement that you are concluding with us when registering for the Event.
- 2.2. We reserve the right at our discretion to amend these T&Cs (and the format, date and structure of an 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 to participate as an Elite15 athlete in the Event, you must via our website:
 - 3.1.1.** truthfully complete the Event booking form (which is available on the HYROX website). In doing so, you must not use any false information or misrepresent the information of another person as applying to you. Anyone who uses false or misleading information or documents to gain entry will have their registration cancelled and may be banned from participating in future Events. The use of false documents to obtain an entry may be a criminal offense;
 - 3.1.2.** provide your consent to the storage and processing of your data in accordance with the provisions of the applicable general data protection regulations and our privacy policy as set out on our website <https://hyroxuk.com/privacy-policy/>;
 - 3.1.3.** provide your consent to the Elite15 Athlete's Waiver as set out on our website on <https://hyroxuk.com/terms-and-conditions/>, and
 - 3.1.4.** confirm your acknowledgment and acceptance of these T&Cs.
- 3.2.** Your completion of the above registration process constitutes a binding, irrevocable and unconditional offer by you to participate in the Event in accordance with these T&Cs.
- 3.3.** Once we confirm your registration by e-mail and ask you to further personalize your ticket, a binding contract is entered into between us for you to participate in the Event in accordance with, and subject to, these T&Cs (to the exclusion of all other terms and conditions save where expressed to the contrary in these T&Cs).
- 3.4.** To participate as an Elite15 athlete in the Event, you must:
 - 3.4.1.** hold a valid Athlete's License granted to you by HYROX for the corresponding season,
 - 3.4.2.** be sixteen (16) years of age or older,
 - 3.4.3.** be in generally good health;
 - 3.4.4.** at the Local Organizer's reasonable request, be willing to disclose your state of health (including with supporting confirmation from a qualified medical professional, for example in the form of a doctor's note);
 - 3.4.5.** be duly registered to participate in such Event;
 - 3.4.6.** have duly personalized your Event ticket as documented by a QR-/barcode assigned to your ticket; and
 - 3.4.7.** 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 participation in any Event. You acknowledge and agree that your 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). You shall solely bear all costs that you incur in complying with clause 3.4.4. of these T&Cs.
- 3.6.** If you are under the age of eighteen (18) at the time of registration, you must provide by upload a declaration of consent issued by your parent or other legal guardian, no later than seven (7) days before the Event in question. If you do not comply with this requirement, we may terminate the contract with you (and revoke your participation in the Event in question).
- 3.7.** Spectators may purchase tickets for the Event 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, the Local Organizer 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 3.4.4 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.
- 3.8.** The Local Organizer reserves the right to disqualify and/or exclude you 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:
- 3.8.1.** you provide false personal information to us, including during registration;
 - 3.8.2.** you have failed to personalize your ticket before the Event;
 - 3.8.3.** there is reasonable suspicion that you are not in generally good health;
 - 3.8.4.** your 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
 - 3.8.5.** there is reasonable suspicion that you are in possession or under the influence of any substances (performance-enhancing or otherwise) at the time of any Event; or
 - 3.8.6.** you, at the time of the Event, are suspended by another sports or anti-doping organisation whereas the Local Organizer will adopt the issued suspension time frame.

4. THE FEE, SERVICE FEE AND TERMS OF PAYMENT FOR SPECTATOR TICKETS

- 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 5% of the total value of the Fee is payable upon submission of any registration to participate or attend in the 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, the Local Organizer is entitled to terminate its contract with you immediately without liability. You shall be liable for all costs reasonably associated with such termination.

5. ARRIVAL / ACCESS TO THE EVENT

- 5.1.** Upon arrival at an Event and subject to your presentation of:
- 5.1.1.** your official registration confirmation carrying a QR-/barcode;
 - 5.1.2.** your proof of identity; and
 - 5.1.3.** if applicable, proof of your state of health,
- you will receive your starting documents, if you have registered as an Elite15 athlete, and be granted access to the Event, provided you are not showing any typical symptoms of illness (including but not limited to shortness of breath, coughing or fever).
- 5.2.** We reserve the right to request further explanation from you regarding your health status. If, at the Event, you display typical symptoms of illness (such as shortness of breath, cough or fever) or other indications of a viral infection, we may remove you from the Event and, in case you are a spectator, with no refund of the Fee.
- 5.3.** If you are participating as an Elite15 athlete, you must check your starting documents for completeness upon receipt. Your timing chip, contained in the starting documents, must be returned to the Event staff in the finish area immediately after crossing the finish line. If your timing chip is lost or damaged by you, we reserve the right to recover from you all attributed costs amounting to GBP 45,00 in total.

6. POSTPONEMENT / CANCELING OF THE EVENTS

- 6.1.** The Local Organizer is under no obligation to hold the Events and, subject to the remainder of this clause 6, may without liability postpone or cancel, or change the time or location of the Event for any reason, including due to:
- 6.1.1.** circumstance not within the Local Organizer'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 rebooking to an alternative Event within the Territory during the same or next Season subject to availability.
- 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. In case you are a spectator and if (i) the Event for which you are registered as a spectator is cancelled or postponed; and (ii) you can demonstrate to the Local Organizer's satisfaction that, as a result of the rebooking (clause 6.2.) or rescheduling (clause 6.3.), you have been caused significant undue financial hardship, we 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 4.2.

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

- 7.1. Participation in the Event is at your own risk and requires that you are healthy and in good physical condition. It is your responsibility to check your 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 the Event, you acknowledge that you can get injured or infected with viruses during the Event in the course of your participation.
- 7.3. Subject to clause 7.4. of these T&Cs, and to the maximum extent permitted by law, the Local Organizer hereby excludes any liability for loss, damage or injury to you and/or your property arising under its contract with you 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, we do not seek to exclude or limit its liability (i) for fraud or fraudulent misrepresentation; (ii) for death or personal injury caused by our negligence or the negligence of any of its officers, employees or agents; (iii) damages or 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, if applicable).
- 7.5. We assume no liability for lost clothing, valuables and equipment belonging to participants that were not handed over to us for safekeeping. You should therefore be insured accordingly.
- 7.6. Insofar as the Local Organizer'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 the Local Organizer may use any information provided by you for the following purposes:
- 8.1.1. the enforcement of the Local Organizer's legal rights or to comply with any legal or regulatory obligations imposed on it;
 - 8.1.2. to publish information relevant to participants' finishing times in the Event;
 - 8.1.3. to send you health and safety and other relevant information relating to the Event;
 - 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 the Local Organizer;
 - 8.1.5. to notify you of any amendments to these T&Cs and/or any of the Event in accordance with clause 2.1; and
 - 8.1.6. to comply with the Applicable Laws.
- 8.2. The Local Organizer is entitled, either itself or through authorized third parties, to make audio, audio-visual recordings and/or stills/photographs of the Event as well as record the name, image and voice of the participants during the course of the competition, including the technical briefing, warm-up, racing and 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. The Local Organizer, its affiliated enterprises, 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 HYROX local and international partners and/or sponsors the same use and application.
- 8.3. The Local Organizer shall use its best efforts to ensure that the Media Content produced at the Event will only be used in connection with HYROX, even if passed on to authorized third parties.
- 8.4. The Local Organizer 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 you are 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 HYROX on the Local Organizer's behalf. If you are participating in the Event as an Elite15 athlete, you will receive

all pictures showing you in your role as an Elite15 athlete free of charge for HYROX related communication purposes.

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

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

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

8.8. While within our Event premises, you shall neither (i) take, record nor transmit any sound, image nor description of the Event other than for your exclusive, private and domestic use, nor (ii) plan, organize, lead, promote or endorse any commercial activity relating to your own business or the business of a third party that is not contracted to the Local Organizer or HYROX in connection with the Event and/or as a HYROX sponsoring partner.

9. HYROX INTELLECTUAL PROPERTY RIGHTS

9.1 HYROX is the sole owner of the trademark "HYROX," and all related intellectual property rights relating to HYROX – The World Series of Fitness Racing, including but not limited to any brand logos, guides, documents created by HYROX as well as images, audio-visual recordings (e.g., highlights, clips, snippets) produced at the Event by us, HYROX or any authorized third party (together "**HYROX IP**").

9.2 If not set out otherwise within these T&Cs, you are not permitted to use the HYROX IP without the express written consent of HYROX.

9.3 You may not use or reproduce the HYROX name or logo in any manner that implies a partnership, sponsorship, endorsement, or affiliation with HYROX without the express written consent of HYROX.

10. COMPETITION RULES

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

11. GENERAL

- 11.1. 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.
- 11.2. 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.
- 11.3. Any person not a party to our contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999.
- 11.4. 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:
 - 11.4.1. We reserve 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 we elect to issue proceedings in the courts of Germany, such proceedings shall be governed and interpreted in accordance with German law; and
 - 11.4.2. you reserve the right (exercisable at your sole discretion) to pursue legal proceedings against us in (for English/Welsh residents registered for an Event in England or Wales) the courts of England and Wales. All such proceedings shall be governed and interpreted in accordance with the laws of the jurisdiction in which those proceedings are issued.

LOCAL EVENT Organizer	GENUINE RIGHTSHOLDER
<p>HYROX UK LTD 14-18 Great Titchfield Street London, W1W 8BD United Kingdom Company Registration: 15705291 VAT-ID No: 475 1679 57</p> <p>Legal representatives: Jacob Tilly Christian Toetzke</p>	<p>HYROX World GmbH Bahrenfelder Str. 322 22765 Hamburg Germany Company registration: HRB 144750 USt.-ID: DE311191102</p> <p>Legal representatives: Christian Toetzke Moritz Fürste</p>

London, December 18, 2024