

GENERAL CONDITIONS 2020 BREAKOUT RUN ENG

1. Definitions

- 1.1 Event : Breakout Run, which is organized by in any given year by the Organizer.
- 1.2 Organizer: Breakout Run B.V., a company registered in Oss, with whom the participant enters into an agreement.
- 1.3 Participant: The natural person who has registered to participate in the event and has been admitted to participate by the Event Organizer.
- 1.4 Entry form: The form or website ages, which need to be completed in order to participate in the event
- 1.5 Agreement: The agreement relating to participant's participation in the Event.
- 1.6 Organizer:

These general conditions apply to all Agreements

2. Participation

- 2.1 Only individuals who have reached at least the minimum age set by the Organizer are allowed to participate in the Event. For the component 'Dayrun', 'Nightrun' of 'Last man standing', this minimum age is 16, for the Family Run 6 years till 11 years, for Young Gangsters 12 years till 16 years. To enter the Family Run his/her parents or legal guardians have given their written consent for entry and participation in writing, before the Event takes place.
- 2.2 Participation in the event is only possible when: the Entry Form has been fully and truthfully completed.
- 2.3 The participant may only take part in the Event provided that he or she has completed the appropriate registration form fully and truthfully, the registration fee is paid in full and the participant agrees with the general conditions. The Organizer reserves the right at all times to remove registrations with false personal data.
- 2.4 The Participant shall personally take part in the Event. In other words, it is not allowed to have another person participate in the Event on behalf of the Participant.
- 2.5 Transfer of an Agreement to a third party is possible up to 5 days prior to the Event, provide the Organizer has given permission and upon payment of an administration fee. The administration fee for every component is €5,00.
- 2.6 In the Event the Participant in the components: 'Day Run'(8 & 14KM) and Last Man Standing has opted for a cancellation insurance, he or she can claim the paid registration fee and any paid extras until the 1st of may 2020, free of charge. Any payments made to the cancellation insurance (this being €5,00) will not be refunded. In the event a Participant in the component: Family Run or Young Gangsters is unable to participate in the Event, the registration fee paid will not be refunded. Also in the event the component for which a Participant has registered is changed, the registration fee, or part thereof, will not be refunded. Changing to a longer component is possible provided that the difference in price is paid.
- 2.7 Requests for cancellation submitted after the 1st of May 2020 will not be processed.
- 2.8 Upon registration, the Participant is obliged to pay the registration fee, including any extras ordered, the possible cancellation insurance, regardless of whether the Participant will actually participate.

- 2.9 If the Event is cancelled due to exceptional circumstances, the registration fee will not be refunded. An exception to this is any T-shirts that have been ordered. These will not be refunded, however, the Participant is entitled to receive them. Other expenses, costs, etc. will not be refunded or reimbursed under any circumstances.
- 2.10 Under exceptional circumstances, the Organizer may decide to prematurely end, postpone or neutralize the Event. Under the same exceptional circumstances, the Organizer may also decide to change the route or the distance to be run. In such cases, no refund of the registration fee will be made. The final four complete sentences of paragraph 8 are also applicable here.
- 2.11 A decision by the Organizer to cancel the Event will not result in any liability for reimbursement of the costs incurred by the Participant.

3. Liability

- 3.1 Participation is at own risk. Participants are not obliged to enter into or complete obstacles, set-up by the Organizer, on the course and Participant can at any time decide to stop his or her participation without giving reasons. Participant accepts the chance on damage he or she may incur during entering obstacles and Participant should be conscious of dangers and risks when participating.
- 3.2 If, despite the provisions of the first paragraph of this article, the Organizer's liability for damage caused to the Participant must be assumed, the obligation of the Organizer will pay for such damages.
- 3.3 The Participant must be adequately insured against the risk of loss, which the Participant or a next of kin may suffer as a result of his or her death, injury or illness resulting from participating in the Event.
- 3.4 The Participant declares to be aware of the fact that participation requires both mental and physical fitness and declares to meet this requirement as well as having prepared adequately for the Event through training and in other ways.
- 3.5 The Participant shall indemnify the Organizer for any damages third parties may suffer as a result of the Participant's actions or omissions relating to the Event. The Participant shall be adequately insured against the risk of liability for such loss.
- 3.6 On the same basis as the Organizer, sponsors of the Event and the municipalities in which the Event takes place are excluded from liability.

4. Rights to pictures, movies etc.

- 4.1 The participant grants permission to the Organizer and its partners to publish photographs, video, images and similar material prior, during or around the Event, in which the participant is recognizable.

5. Privacy

- 5.1 The Organizer will store all personal data provided by the Participant in a database. By entering into the Agreement, the participant grants permission to the Organizer to use the personal data for the provision of information to the Participant as well as the provision of the personal data to the Organizer and its partners for the purpose of sending information to the Participant. The Participant shall be entitled at any time and without charge to indicate in writing or by e-mail his or her objection to receiving information from the Organizer or to the provision of personal data to third parties. The Organizer will then cease to send information and/or cease to provide

personal data to third parties. By entering into the Agreement, the Participant grants permission to the Organizer to disclose his or her name and race results, for instance, through publications in newspapers and on the Internet.

6. Settlement of Disputes

6.1 Any disputes between the organizer and the Participant will be settled outside of court through arbitration in accordance with the rules of the Dutch Arbitration Institute. A dispute is deemed to exist if one of the two parties states that this is the case.

7. Article 7

7.1 If one or more articles of these conditions would be invalid or illegal, for whatever reason, this shall not affect the validity of the other conditions of these conditions.