

# Terms of Participation

## Wörthersee Gravel Race

Status: 19. December 2023

The *Wörthersee Gravel Race* and all official side events are organized by (hereinafter referred to as "Organizer"):

Region Wörthersee-Rosental Tourismus GmbH  
Villacher Straße 19  
9220 Velden

The event is processed by

JR Sport & Event Consulting KG  
Primus-Lessiak-Straße 26/7  
9500 Villach

The Wörthersee Gravel Race (hereinafter "event") is a gravel bike event for cyclists (hobby cyclists, amateurs and professionals). The event will take place on April 07, 2024. The start and finish are in Velden am Wörthersee. The route details can be found on the homepage [www.woerthersee-gravel.com](http://www.woerthersee-gravel.com)

### Applicable regulations

The event is subject to the present registration terms and participation conditions, the rules and regulations that can be viewed in detail and all applicable national and international laws and regulations

- General regulations of the UCI Gravel World Series
- Road regulations of the Austrian Cycling Federation
- Permits of official authorities

If the registration terms and participation conditions and the rules and regulations contradict each other, the registration terms and participation conditions have priority.

By submitting the official registration form for the event or by registering for a side event or participating in a side event, the participant agrees to these registration terms and participation conditions. The participant also agrees to the validity and applicability of the event's general rules and regulations, referred to in these documents (for example, anti-doping and road traffic regulations). The participant acknowledges and accepts that violations of these regulations may lead to claims for damages, cancellations blocked registrations and/or disqualifications.

Several processing operations related to personal data are carried out as part of the registration/entry procedure for the event or participation in the event (including side events). Further information can be found in the Privacy Policy on the website [www.woerthersee-gravel.com](http://www.woerthersee-gravel.com).

### Participation

Athletes and cyclists (from now on referred to as "Participants") are entitled to participate in the event from **18 years** onwards. The following two rules apply if a participant is under 18.

The organizer reserves the right to verify all information provided by the participants, in particular by requesting further proof of age and identity and/or other information which may be requested at the

organiser's discretion. Participation in the event requires **excellent (physical and mental) health, stamina and physical condition**. Therefore, a medical check-up by a sports medicine expert is strongly recommended before the event or even obligatory based on UCI or the Austrian Cycling Federation.

Only persons who are under no physical or psychological influence, which could restrict their ability to understand and perform, are allowed to participate in the event. In particular, the participant must not be under the influence of alcohol, doping or drugs.

Persons who belong to a national or international association and are currently suspended for **doping** or for any other discipline offence are not allowed to participate in the event.

### **Registration process**

Registration for an entry (hereinafter referred to as "registration") may only be made by persons entitled to participate. Registration can only be made online during the registration period for an entry fee + transaction costs. Payment can be made using the payment providers offered. Foreign currencies will be charged at the current exchange rate.

Online registration takes place exclusively online at [www.woerthersee-gravel.com](http://www.woerthersee-gravel.com). Receipt of the entry fee will be confirmed by e-mail. The entry fee will not be refunded in any form. Group registration is also possible. For this, the organizer must be contacted directly.

Each participant receives an individual **registration number**, which can only be viewed by him/herself (and the organizer and the events timing company). In the event of an accident in which a participant is involved, the organizer will only provide information on the status or further care and first aid measures of the respective participant to persons who was noted as "Emergency contact person" within the registration. If this person is unavailable, others who can provide this registration number will receive further information about the participant's status. Therefore, the organizer strongly recommends to all participants to safely store their official registration number and - if desired - to inform their relatives, team members, etc., already in advance so that they can obtain information on the location or on further measures regarding an injured participant.

The current limit of participants will be communicated on the homepage. However, the number of participants may increase due to decisions made by the organizer. The organizer reserves the right to allocate additional starting places.

All participants will receive a confirmation of the registration via email. (It is recommended to check also the SPAM folder). This original registration confirmation must be signed and presented at the starter package pick-up point at the official registration. A valid photo ID card is required as well. It's mandatory that participants pick up their starter packages personally during the official opening times of the Registration.

Registrations of persons who are not allowed to participate in the event or persons who have been excluded from participation (blocked registration), or do not pick up the starting number during official opening times of the registration will not be accepted or immediately cancelled. In such a case no reimbursement of already paid entry fees will be made.

### **Entry fee**

The current entry fee will be communicated on the homepage. The entry fee must be paid in full and transferred on time. The transfer shall be made by the offered payment provider. The participant is obliged to personally collect the starter package associated with the entry fee at the specified time.

The entry fee for the three competitions "Beat Gralf", "Catch Gralf" and "Find Gralf" includes the following services:

- Race number
- Goodie bag
- Finisher medal
- Finisher certificate for download

In addition to the services mentioned above, the following services are offered in the "Beat Gralf" and "Catch Gralf" competitions (not in "Find Gralf"):

- Refreshment stations on the course
- Official timekeeping
- Basic repair service on the course (spare parts must be paid for)
- SMS service
- Participant photos (payment on download)
- Course closure with cut-offs

### **Course**

The course(s) of the event consists of one or more laps. The current route(s) will be communicated on [www.woerthersee-gravel.com](http://www.woerthersee-gravel.com). The last course update will be made by three days before the event. If a change is made later, this will be communicated via newsletter and social media.

### **Starting block allocation "Beat Gralf"**

The starting blocks will be divided according to the currently valid regulations of the UCI Gravel World Series.

### **Starting block allocation "Catch Gralf"**

The participants will start together and with a time delay after the "Beat Gralf" competition. Information on this will be published on [www.woerthersee-gravel.com](http://www.woerthersee-gravel.com). A final update will be made at least three days before the event.

### **Starting block allocation "Find Gralf"**

Participants in the competition start in the time slot specified on the homepage and must return to the finish by a defined time. Attention: the route is not closed to other traffic!

### **Compliance with starting block allocation "Beat Gralf"**

Each participant will be allocated a starting block in the respective age group with the accreditation. He/she must start the race from this starting block. Starting from a starting block of another age group will be sanctioned according to the rules of the UCI Gravel World Series. Each participant must be in his/her starting block at least 15 minutes before the start of the race. The signposted entrances must be used. There is no ranking order within a starting block. Participants who arrive in the starting block first must line up at the front of the starting block so that subsequent participants can move up and the entrance area of the starting block remains free. It is not permitted to enter the starting block via barrier fences and/or to push forward.

### **Rules and regulations**

It is the responsibility of each participant to know the route and possible danger spots and to have inspected them in advance. The road traffic regulations apply along the entire route.

### **Road closures**

The "Beat Gralf" and "Catch Gralf" competitions take place on closed roads, but public traffic or traffic from emergency vehicles must be expected at all times, and the organizer has the right to remove participants from the race at any time if they do not reach the time limit or are behind the time limit. Each participant must behave in such a way that he/she does not endanger or harm any other road user or participant in the event. The "Find Gralf" competition takes place in public traffic. The route is not closed to other traffic.

### **Behavior in the competitions**

No participant may prevent another participant from passing or from developing full speed. Pushing, hanging up, pushing or pulling off for the purpose of personal or mutual advantage as well as other obstructions, such as suddenly leaving the racing line or stopping during or at the end of the race without compelling necessity, is prohibited and will be penalized.

### **Use of electronic devices for communication**

The use of electronic devices of communication during the race is prohibited and will be penalized with disqualification. The use of playback devices with headphones or earphones is also prohibited, as are filming, taking photographs, making phone calls, texting on a cell phone or similar activities. An exception to this is the use of electronic devices in emergency situations, which is expressly desired by the organizer. For this purpose, it is recommended that a cell phone with sufficient battery is carried during the race.

### **Garbage**

The throwing away of waste and drinking bottles is prohibited outside the sections of the route marked as "Feeding Zone".

### **Equipment and approved bicycles**

The participant confirms that he/she has checked his/her equipment and found it to be in good, legally compliant condition and suitable for the event. The bikes permitted for each competition will be announced on the homepage [www.woerthersee-gravel.com](http://www.woerthersee-gravel.com). Each participant must ensure that his/her bicycle is fully functional and suitable for the route.

### **Helmet obligation**

Helmets are compulsory for all participants in the event.

### **Passing of entries**

It is **strictly forbidden to pass on a starting place in a profitable way or unprofitable way**. Any transfer (for example sale, auction, etc.) of a starting place (covering not exclusively the official participation and entry fees will be pursued by the organizer. Such a profitable transfer will immediately cancel the registration and both the vendor and the buyer will be suspended from the event for life. When transferring an entry, also the entire legal relationship is transferred to the transferee. The transferee also undertakes to comply with all laws and regulations, registration terms, entry and participation conditions as well as all official rules and regulations. In addition, the transferee also agrees to the privacy policy statement.

### **Cancellation and Flex Option**

If the participant for whatever reason is not able to start in the event or participate in a side event, there is **no right to a refund of already paid participation and entry fees**. The participant has no right of compensation for any expenses or costs or for the cancellation of accommodations booked already. During the official registration for the event, it is possible to book the **Flex Option** for the offered price. With the Flex-Option, the entry can be rebooked once until 14 days prior to the event to the next years addition.

### **Execution, cancellation and modification of the event**

The organization of the event takes place based on the present registration conditions and participation terms as well as the general rules and regulations.

The organizer reserves the right to **change the event program** on short notice and to **change the courses or sequences** at any time. This applies in particular to the right of the organizer and the race

director to adapt the course or sequences or to change the scheduled time limits in case of extremely inclement weather conditions or in case of unforeseeable and unavoidable events.

All official changes will be formally communicated during the starter package pick-up, via Newsletter, Social Media, SMS and/or immediately during the event. Therefore, these **official changes are legally binding**. If applicable the changes will be additionally communicated and announced on the information boards and published on the website: [www.woerthersee-gravel.com](http://www.woerthersee-gravel.com).

If a safe execution of the event is not guaranteed anymore, if the responsible authorities order it or if there are other important reasons, the race director and the organizer also have the right to **interrupt and cancel the event at any time**.

In case of termination of the event after the start of if the event program or sequence is changed, the participants have **no right to reimbursement** of entry and event fees already paid or to compensation for any resulting damages suffered or expenses arising from frustrated ambitions.

### **Cancellation of the event**

The organizer is entitled to **cancel the event before the start of the event** at any time. After the start of the race, only the regulations according to point "Execution, cancellation and modification of the event" apply.

### **Doping tests**

During the event, the organizer will closely cooperate with the National Anti-Doping Agency that works on prevention of doping in sports. **All participants explicitly agree to the current anti-doping regulations**. In particular, the World Anti-Doping Code and the applicable national legislation on the fight against doping in sports apply.

In the course of the event, **doping tests** (tests during training units or tests during competitions) may be carried out without prior notice at any time (before, during and after the event).

If a cyclist is asked by NADA to participate in a doping control procedure, each participant **must take part** in the doping test. The premises required are provided by the organizer.

Violations of anti-doping rules or any failure to cooperate in doping control procedures result in the **disqualification** of the participant and probably also in the **suspension for future events** and blocked registrations - at the sole discretion of the organizer by taking into account also the official statement by National Anti-Doping Agency.

### **Information about risks, behavioural obligations and disclaimer**

The participant acknowledges and accepts that the cycling event in general and the participation in the event (including side events) in particular involve a variety of risks and dangers. The participant is aware of these dangers - which are listed below by way of example - which may have an effect on the physical integrity. The participant also accepts this risk consciously and therefore acts **at his own risk and peril**.

In addition to the usual risks belonging to cycling sports, the organizer points out special **dangers** arising from such a cycling event by way of example as well as special dangers caused by the participation in the event. A threat to the physical integrity (and to the items the participant takes with him/her) could result, for example, due to the following reasons ...

- cycling in a throng
- reaching high speeds (involving also other participants)
- cycling mistakes and concentration errors due to personal (or related to other participants) fatigue or effort

- ❑ the influence of slippery asphalt and sometimes poor road conditions on the cycling behavior of participants
- ❑ Due to the loose consistency, there is an additional risk of slipping and unevenness on gravel sections
- ❑ the impossibility of securing all dangerous spots (in particular natural and artificial obstacles) on the roadside and along the entire courses
- ❑ the impossibility of securing all possible crash sites and danger of falling spots in connection with the natural structure of the course (steep descends on some parts of the courses)
- ❑ the fact that there are extreme weather conditions (rain, snow, ice, wind, fog, etc.).
- ❑ the courses traveling in part through wildlife and grazing areas, where you must always watch out for unattended grazing cattle (for example goats, cows, horses or sheep) as well as wild animals or unleashed pets standing on the road all of a sudden - they may also leave dirt there unexpectedly
- ❑ the behaviour of other participants in the event or other persons on the roadside (spectators), but also of course staff or other persons involved in the organization of the event.
- ❑ Or any other element and/or situation in cycling sport and cycling events regarding speed, contact between participants, road surface and weather conditions, spectators and the organization

**All these dangers and risks can result in serious bodily harm, including death, pain, emotional stress, trauma, property damage, financial loss, etcetera.** These damages can affect not only the participant him/herself but also other participants or relatives.

For their own safety and the safety of all other participants and spectators, each participant undertakes to observe the **applicable laws and regulations established by the organizer** (for example obligatory helmets, no accompanying vehicles, etc.) as well as the **instructions** given by the police, road officials or organizing staff (incl. race director, course officials, etc.). Violations can result in the disqualification and blocked registration of the participant who can be held liable according to the general rules and principles.

#### **Waiver of liability**

By knowing all circumstances of the event and accepting all dangers and risks, the **participant renounces** - even in the name of his legal successors – any **liability and responsibility of the organizer**, its vicarious agents and its representatives and employees. This waiver of liability does not apply to culpable personal injury caused by the named persons, to grossly negligent or intentionally caused property damage or to damages to be compensated according to the general Product Liability Act.

Additionally, the participant shall indemnify and **hold free and harmless** the organizer from any third-party claims, including the persons named in the previous point regarding all actions, damages, claims or liabilities due to the participation in the event.

The organizer assumes **no liability for accidents, thefts or other damages** involving the participants or third parties before, during and after the event.

The organizer assumes no liability for any **damage to bicycles or other items, "mix-up"** of items or **theft** in the "broom buses", resulting from the event scene (for example due to a crash), at the refreshment stations and in the Bike Park.

#### **Insurance**

The participant is obliged to take out appropriate accident and liability insurance cover. The organizer points out that - depending on the policy - participation in competitions (such as the event) is

sometimes excluded from insurance cover; each participant should clarify the insurance cover for participation in the event in advance on their own responsibility.

### **Blocked registration or disqualification of participants**

A gross violation of these terms and conditions of participation or the general rules and regulations may result - at the sole discretion of the organizer - in the **cancellation of the registration, refusal to participate in the event, disqualification from the event and/or suspension for future events and blocked registrations**. In all these cases the participant has no right to refund of the entry fee or any other reimbursement of costs/expenses.

The organizer also reserves the right, at its discretion, to exclude persons from the event provided that

- checkpoints set by the organizer are not passed in time
- the participant endangers him/herself or other persons with their (further) participation
- the participant damages or harms the good reputation of the organizer or the event
- the participant competes with the performance of the organizer by offering own or similar services.
- the participant takes advantage of the organizer's services for own (current or future) business purposes in a parasitic manner
- the participant interferes negatively with the successful execution of the event in terms of sports, economics and marketing.

### **Granting of rights**

The organizer is entitled to make sound and video recordings and to take photos of the event, and to use them afterwards. The organizer may use **names, images, voice recordings and results** for own purposes (for example advertising purposes, publications in magazines etc.). This material can be used - in the context of applicable legal regulations (for example GDPR) - in all media channels without any limit (time, place, content).

The participant authorizes the organizer to use, show, send, transmit, reproduce and/or make the material available to the public in all media channels (for example radio, television, cinema, events, data carriers, internet). The organizer is also entitled to make changes, cuts or other editing of the image/sound material and to use the changed material without restriction

### **Closing provisions**

The organizer reserves the right, to the extent permitted by law, to change these registration terms and participation conditions as well as the general rules and regulations. The ineffectiveness of single provisions related to these registration terms and participation conditions does not affect the validity of the remaining provisions. The legal relationship between the organizer and the participant and all resulting disputes shall be governed exclusively by Croatian substantive law, with the exception of the UN Sales Convention.

For all disputes arising from this agreement, only the court legally responsible for Velden am Wörthersee, Carinthia, Austria, may be called upon to decide.

### **PARTICIPANT DECLARATION ON FURTHER PROCESSING AND COLLECTION OF PERSONAL DATA**

I hereby acknowledge and accept that the event in which I will be taking part, i.e. a UCI Gravel World Series qualifier belongs to and is sanctioned by the Union Cycliste Internationale (UCI).

Regardless of whether I hold a valid licence (in the sense of art. 1.1.001 of the UCI Regulations), I hereby acknowledge and accept that by taking part in the relevant event, I am bound by the UCI Regulations, in respect of disciplinary matters. I hereby acknowledge and accept that by taking part in the relevant event, the UCI may use and exploit all my personal data necessary for the organisation of the Series,

including my first name, last name, date of birth, email address, phone number, UCI ID, my image on picture, video - or on any other support - taken during the event concerned.

I hereby acknowledge and accept that my personal data disclosed to the organiser of the event for the purpose of registering to the relevant event, shall be provided to the UCI and to the series licensee, Golazo Sports NV, for the purposes of governing the sport of cycling and managing the Gravel World Series.

I take note that I may contact the UCI ([data.protection@uci.ch](mailto:data.protection@uci.ch)) or Golazo Sports NV ([privacy@golazo.com](mailto:privacy@golazo.com)) at any time in order to exercise any of my rights and, in particular, the rights to request access, rectification or deletion of some of my personal information.

I hereby accept to receive further communications from the UCI in relation with UCI cycling events.

I accept to receive commercial and/or non-commercial offers from Golazo Sports NV, and/or any cycling partners of the UCI and/or Golazo Sports NV1.

**Use of personal data by the organizer and its processing partner**

I hereby agree that the organizer and its processing partner may use my data for marketing purposes.