

# **General Terms and Conditions**

## **General Terms and Conditions (GTC) for participation in the The Color Run Luxembourg**

### **§ 1 Scope of application – Validity**

- (1) The Color Run Luxembourg is carried out according to the regulations of the organiser. The organiser of the The Color Run Luxembourg is step by step S.A.
- (2) These conditions of participation regulate the legal relationship between the participants and the organiser. They are subject to occasional changes in content. They are part of the contract between the organiser and the participant in the version valid at the time of registration. Changes announced by the organiser on the Internet or in writing shall become part of the contract without further ado.
- (3) All declarations made by a participant to the organiser shall be addressed to step by step S.A.

### **§ 2 Conditions of Participation – Safety Measures**

- (1) Anyone who has reached the age of 18 on the day of the event is entitled to participate.
- (2) Participation in the event under the age of 18 is only permitted in the company of an adult supervisor.
- (3) Each participant is obliged to assess his/her own health requirements for participation in the event, if necessary after consulting a doctor.
- (4) Should the authorities require proof of health at the time of the event, e.g. a negative Corona test, the participant is obliged to provide this at his/her own expense and in accordance with the applicable regulations.
- (5) In principle, the Code de la Route (Luxembourg/version of July 08<sup>th</sup>, 2023) applies. The marked routes may cross flowing traffic. Each participant must obey the traffic rules as well as the instructions of the regulatory authorities.
- (6) The organiser shall announce organisational measures to the participants before the start of the event. The instructions of the organiser and his appropriately marked personnel must be followed without fail. In the event of violations that could disrupt the orderly course of the event or endanger the safety of the other participants, the organiser is entitled to exclude the person concerned from the event and/or disqualify him/her at any time. Legally binding declarations can only be made to the participants by the organiser's authorised group of persons. This group of persons also includes the members of the medical services supervising the event, who may also prohibit the participant's participation or continuation of participation in the event in the event of corresponding health indications for the protection of the participant.
- (7) It is expressly pointed out that, for organisational reasons, the refreshment points along the route will only be available at the times previously announced by the organiser.

### **§ 3 Registration – Conclusion of Contract**

- (1) The registration, which represents the participant's binding offer to the organiser, is possible via the online registration at [www.thecolorrun.lu](http://www.thecolorrun.lu).
- (2) Each participant may only register once. Double registrations will not be accepted, i.e. in the case of a double registration by one and the same person, there is no entitlement to a second starting place.
- (3) The contract is concluded when the participant has expressly clicked on the General Terms and Conditions and the Privacy Policy during the online registration. In order to be entitled to start, the entry fee must have been received by the organiser and the participant must have received the confirmation of registration.
- (4) The organiser will send a registration confirmation to the participant after receipt of the registration and receipt of the participant fee charged to cover the organisational expenses. The

organiser is entitled, but not obliged, to disregard or exclude a participant who is in arrears with the payment of the organisation fee and/or any additional services.

(5) The organiser reserves the right to disqualify and/or exclude a participant from the event at any time if the participant has culpably provided false information regarding personal data when registering.

#### **§ 4 Terms of Payment**

(1) Participants can only pay by credit card.

(2) If the credit card payment is rejected by the payment system, the registration will also be deleted from the registration system.

#### **§ 5 Issue of Starting Documents**

(1) The participant will only receive his/her starting documents at the starting documents counter upon presentation of the registration confirmation and his/her identity card/passport. If the participant is unable to attend, he/she must ensure that the starting documents are collected by an authorised person. It is not possible to send the documents (also subsequently).

(2) Each participant is obliged to check the completeness of his/her starting documents, which he/she will receive at the starting documents counter, immediately after receipt. Later complaints cannot be considered.

#### **§ 6 Withdrawal by the Participant**

(1) A withdrawal free of charge is not possible after registration.

(2) The participant can transfer his/her starting place online free of charge until September 08<sup>th</sup>, 2025. If a participant cannot take part for medical reasons, he/she has the option of submitting an official medical certificate by September 08<sup>th</sup>, 2025. In this case, the participant can be deregistered for a handling fee of 12.00 €.

(3) The organiser will set an organisational limit (number of participants and/or later registration date), which will be announced in the advertisement or at a later date. Registrations exceeding the limit will not be accepted.

#### **§ 7 Exclusion of liability – Limit of Liability**

(1) Participation is at the participant's own risk!

(2) The liability of the organiser - also towards third parties - is limited to intent and gross negligence. This also applies to the companies and helpers employed by the organiser. The liability of the organiser for damages other than those resulting from injury to life, body or health is excluded, unless it is based on an intentional or grossly negligent breach of duty by the organiser, or his legal representative or vicarious agents.

(3) The participant waives any right to compensation from the organiser, its employees, vicarious agents and assistants for any damage suffered by him or third parties due to the fact that he is accompanied at the finish and on the closed-off competition course by persons not permitted to participate in the competition in any form whatsoever, provided that such damage is not due to gross negligence or intent on the part of the organiser, its employees, vicarious agents and assistants. If the damage is caused to minors or persons under age for whom the participant is responsible for supervision, this waiver shall also apply to such persons. In the event of claims being made against the organiser, its employees, vicarious agents and assistants by third parties arising from such cases of damage, the participant undertakes to indemnify the organiser, its employees, vicarious agents and assistants, and to hold them harmless, against legal action and against execution.

(4) If, in cases of force majeure, the organiser is entitled or obliged by official order or for safety reasons to make changes to the implementation of the event or to cancel it, the organiser shall not

be liable for damages to the participant. Registration fees paid and fees for additional services booked will not be refunded in the event of cancellation. Refund of the entry fee shall only be considered in the event of complete cancellation of the event if the cancellation is the responsibility of the organiser. If the organiser is responsible for the cancellation of the event, only a partial refund will be made. The amount of the refund shall be the difference between the entry fee and the pro rata expenses already incurred by the organiser for the participant; the participant shall be entitled to prove that these expenses were lower. If a participant who has already registered does not show up at the start or declares his non-participation to the organiser beforehand, there is no right to a refund of the entry fee. This shall also apply in the event of a justified withdrawal by the participant; in the latter case, however, the participant shall be entitled to prove that the organisational expenses incurred by the participant for passing on his/her starting place would have been less than the entry fee paid by him/her.

(5) Personal injuries are limited to the amount of the liability insurance maintained by the organiser. The organiser is not liable for atypical and unforeseeable consequential damages, except in the case of intent. The aforementioned limitations of liability also extend to the personal liability for damages of employees, representatives, vicarious agents and third parties whom the organiser uses in connection with the implementation of the event or with whom he is contractually associated for this purpose.

(6) The organiser assumes no liability for health risks of the participant in connection with participation in the event. It is the participant's responsibility to check his/her state of health beforehand. Upon receipt of the starting documents, the participant bindingly declares that there are no health concerns against his/her participation.

(7) The organiser assumes no liability for stored items, personal valuables and sports equipment.

(8) The organiser explicitly points out that the participant will come into contact with coloured powder during the event. The organiser will not assume any costs for cleaning, replacement, etc. of personal items or clothing.

## **§ 8 Data Collection and Data Management**

(1) The personal data provided by the participant upon registration will be stored and processed for the purposes of the implementation and handling of the event, including the purpose of the medical care of the participant on the course and at the finish by the medical services supervising the event. The data storage applies in particular to the data required for payment processing. By registering, the participant agrees to the storage of data for this purpose.

(2) The participant agrees that the photos, film footage and interviews taken in connection with his/her participation in the event may be disseminated, published and used for advertising measures (homepage, Facebook, Instagram and other social media, flyers, posters and other print media) of the organiser in radio, television, print media, books, photomechanical reproductions (films, CDs, etc.) without any claim to remuneration.

(3) The participant agrees to the publication of his/her name and first name in print media relevant to the event (list of participants, list of results, etc.) and in all electronic media such as the internet.

(4) By registering, the participant agrees that the personal data stored in accordance with section 1 and, if applicable, further data in the event of medical treatment within the framework of the event may be used by the medical services supervising the event and passed on in anonymised form for scientific evaluation with the aim of improving the health aspects of sporting events. The individual medical confidentiality remains unaffected by this consent.

(5) The participant agrees that his/her data may be used for sending newsletters and SMS or postal mailings. His/her data will not be passed on to third parties and will not be used for commercial advertising purposes, but only for the promotion and information about events of step by step S.A. or activities of its partners in relation to the events of step by step S.A. It is his/her responsibility to

provide the organiser with a valid e-mail address. The participant understands and accepts that electronic communication by e-mail is the official communication channel of the The Color Run Luxembourg event.

#### **§ 9 Timekeeping**

(1) There will be no timekeeping. The track will officially close at 16:00h.

#### **§ 10 Disqualification**

(1) The participant confirms the accuracy of all data provided by him/her and accepts the reasons for disqualification.

(2) The following will lead to disqualification: starting without the right to participate, start without the T-shirt provided by the organiser, exceeding the given time limit, incorrect information in the personal data.

(3) Furthermore, the conditions for disqualification mentioned in §2 (6) apply.

(Status of the General Terms and Conditions: March 14<sup>th</sup>, 2025)