

# Terms of Participation

## Istria300

Status: 8. October 2023

The Istria300 and all official side events are organized by (hereinafter referred to as "Organizer"):

### **Bike Triangle d.o.o**

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The **Istria300** (hereinafter referred to as "Event") is a cycling event for amateurs, which will take place on September 28<sup>th</sup>, 2024. The start and finish line is located in Poreč. All courses are located in Istria. The longest course of the competitive event is approx. 300 kilometres long. There will be also two shorter courses with approx. 235 and 155 kilometres. In the period between September 26<sup>th</sup> and 29<sup>th</sup>, the organizer also schedules "**Side Events**", like Istria300 Expo, Workshops, Lectures, supporting program etc.

### **Applicable regulations**

The present registration terms and conditions of entry and participation apply to any participation in the Istria300 or to connected official Side Events. Not official side events are the Istria300 Bike Week, Istria300 Training Camp or happenings which are organized on behalf of sponsors, expo exhibitors, institutional partners, travel agencies or other partners.

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
- Road regulations of the UCI
- Road regulations of the Croatian Cycling Federation
- Regulations of the recreational cycling events of the Croatian Cycling Federation
- Road Traffic Safety Act

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 Istria300 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 which are referred to in these documents (for example anti-doping regulations, road traffic regulations). The participant acknowledges and accepts that violations of these regulations may lead to claims for damages, cancellations or blocked registrations and/or disqualifications.

As part of the registration/entry procedure for the event or participation in the event (including side events), several processing operations related to personal data are carried out. Further information can be found in the Privacy Policy on the website [www.istria300.com](http://www.istria300.com).

## Participation

Athletes and cyclists (hereinafter referred to as "Participants") are entitled to take part in the event from the age of **18 years** onwards. The following two rules apply if a participant is under 18:

1. Participants who have completed at least the age of 16 are allowed to participate in the event **if accompanied** by their parents or the person legally responsible, and upon presentation of a **written confirmation** of their parents or the person legally responsible when they pick up the starting number.
2. Alternatively, participants who have completed at least the age of 16 need to be in possess of a valid licence issued by their National Cycling Federation.

In the above mentioned case 1. and 2., participants between 16 and 18 can compete only on the shortest distance of the Event.

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 discretion of the organizer. 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 prior to the event.

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

The registration for the official draw of starting places (hereinafter "Registration") may only be carried out by eligible persons. Registration is only possible online during the predefined registration period for a **entry fee** + additional transaction costs. Payment can be made by bank transfer or by credit card in €. Payment in foreign currencies is based on the current exchange rate.

Registration is only possible online at [www.istria300.com](http://www.istria300.com). The receipt of the registration amount is confirmed by e-mail. The **entry fee** paid once (including the additional transaction & security fees) will not be refunded in any form. It is possible to register as a **single person**, or a **team** (4 or 8 persons).

In the case of a team registration, the entry fee for all participant must be paid together in a single transaction. A maximum of 8 members can be part of a team. There is a separate team registration form available. Please check in advance if exactly the same team name is entered for all participants. Each group/club/association has to ensure that their team members register properly by entering exactly the same team name. It is recommended that the group/club/association takes care of the team or group registration for all members. Each participant is allowed to register only once. Participants with multiple registrations will be removed from the list of registrations.

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 not available, other who can provide this registration number, will receive further information about the participants 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 maximum number of official registrations for Istria300 is 4.000. Number of participants may be higher due to decisions on behalf of the organizer.** The organizer reserves the right to give away further starting places which are not part of the official registration and count as special starting places not subject to the registration procedure.

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 Istria300 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 Istria300 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 Istria300 registration will not be accepted or immediately cancelled. In such a case no reimbursement of already paid entry fees will be made.

### **Entry fee and services**

The entry fee is independent of the selected course. Participants can decide on the course about their preferred riding distance, based on the provided courses.

The **entry fee** is communicated on the website.

The participant himself must pay all transaction and security fees required. Therefore, the entry fee has to be transferred in full, in time and free of charge to the organizer's bank account. Payment can be made either by money transfer or by (certain) credit cards.

Services which are included in the entry fee:

- Your Bib for the Istria300
- **Valamar Accommodation Special Deal** (up to 30% off)
- Official Istria300 cycling jersey (offered as Finisher Jersey OR Starter Jersey)
- Goodie bag
- Aid stations on the courses
- Finisher Medal
- Finisher Certificate for download
- Official timekeeping
- Breakdown service on the courses (replacement parts must be paid separately)
- Varied program(s) and services
- Voucher for Pasta Party
- Text messaging service
- Photos of the participants (download for a fee)
- The three best participants of each course (f/m) and the three teams (4 or 8 persons) with the most average kilometres covered receive non-monetary prizes or honorary prizes.

The starter package has to be picked up by the participant in person at the specified times.

### **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 result in the immediate cancellation of the registration and both the vendor and the buyer will be suspended from the Istria300 for life.

When transferring a starting place, 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 Istria300 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. In the course of the official registration for the event, it is possible to book the **Flex Option** for the offered price. With the Flex-Option the starting place can be rebooked until September 13, 2024 to the event in 2025.

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

The organization of the event takes place on the basis of 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 or 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.istria300.com](http://www.istria300.com)

If a safe execution of the event is not guaranteed anymore, if it is ordered by the responsible authorities 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.

If the event has to be cancelled before the start of the event for reasons of **force majeure** (for example due to bad weather, blocked roads or blockades) or for **other reasons for which the organizer is not responsible**, the organizer has the right to retain 80% of the entry fee.

### **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
- 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, 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.

All courses will be closed for traffic in coordination with all involved public authorities. Cut-off times will be communicated on the web site.

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.

The participant confirms that he has checked his **equipment** accurately and that it is in a good, legally compliant and suitable condition for participating in the event.

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.

The organizer strongly recommends to all participants to take out an adequate **accident and third-party liability insurance** policy. Furthermore, the organizer points out that in some cases - depending on the insurance policy - participation in competitions (like the Istria300) is excluded from the insurance cover. The insurance cover for participating in such an event must be checked by each participant individually in advance and on 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 HR 52100 Pula, Croatia, may be called upon to decide.