

General Terms and Conditions

for competitions organized
by Športový klub ORAVAMAN

effective from 1. 12. 2017

Preamble

These General Terms and Conditions (hereinafter referred to as "GTC") constitute the conditions applied by Športový klub Oravaman, with a registered seat at Sama Chalupku 541, 02743 Nižná, which is a civic association with registration number (IČO) 42 22 51 08 and Tax ID (DIČ) 202 369 1274 (hereinafter referred to as 'ŠK ORAVAMAN'), registered by the Statistical Office of the Slovak Republic, drawn up in accordance with the Law n. 83/1990 of the Collection of Laws of the Slovak Republic about civic organizations as amended.

The GTC set out the basic rights and obligations resulting from a contractual relationship established between ŠK ORAVAMAN and its Clients, and are binding for all the parties involved in this relationship as from the date when the Client expresses its intention to enter into a contractual relationship with ŠK ORAVAMAN.

These GTC provide a framework for the establishment of a contractual relationship between ŠK ORAVAMAN and a Client and form an inseparable part of each Agreement made between ŠK ORAVAMAN and a Client, unless otherwise stated in the Agreement.

1 Introductory provisions

1.1 Definition of basic terms

For the purposes of these GTC and the legal relationship between ŠK ORAVAMAN and its Clients, the following terms shall have the meanings given to them below:

- a) **Športový klub ORAVAMAN (equivalent to: ŠK ORAVAMAN, Organizer or Club)** is the organizing institution of sport competitions from Oravaman Tour trilogy:

Goralman, Volkswagen Slovakia Oravaman, JÁNOŠÍK Slovak Xtreme Triathlon

- b) **Competition (equivalent to: activity, event, race)** is an event organized by ŠK ORAVAMAN according to rules and regulations stipulated individually for each competition in its respective Race Manual
- c) **Client (equivalent to: athlete, participant)** is a physical person that registered for the competition via Registration procedure on the web site of ŠK ORAVAMAN, was selected by the organizers to take part in the competitions (one or various), and is subject to pay the entry fee to be enabled to participate in the competition(s). Client accepts the rules and regulations of the competition(s) published on the website and races on its own responsibility.
- d) **Entry fee** is the payment enabling client to participate in the competition. Entry fee is brokedown on the web site of the competition.
- e) **Race Manual** is a document published on the web site of the competition containing detailed information on the competition, race rules, information on registration procedure, entry fee, categories, schedule of the competition and the technical information.
- f) These are the official Race Manuals applicable for the terms of these GTC:
- g) Goralman
<http://goralman.oravaman.sk/wp-content/uploads/2017/10/Goralman-2018-1.pdf>
- h) Volkswagen Slovakia Oravaman
<http://oravaman.sk/wp-content/uploads/2017/10/Race-Manual-Oravaman-2018.pdf>
- i) JÁNOŠÍK Slovak Xtreme Triathlon
<http://svkxtri.com/manual/>

j) **Competition web site** is the official site containing all the information about the competitions such as dates, race rules, race manual, technical information, entry fee. These are the official web sites applicable for these GTC:

- Goralman
<http://goralman.oravaman.sk/>
- Volkswagen Slovakia Oravaman
<http://oravaman.sk>
- JÁNOŠÍK Slovak Xtreme Triathlon
<http://svkxtri.com/>

k) **Lottery** is a procedure to select randomly the participants for the Volkswagen Slovakia Oravaman.

l) **First come, first served** is a process how athletes register for Goralman and JÁNOŠÍK Slovak Xtreme Triathlon (athletes can register until all slots are occupied).

m) **Member of Oravaman Tour (OT) crew** is a volunteer securing the smooth course of the competition to whose instructions a client/athlete is obliged to adhere

2 Establishment, change, and termination of a contractual relationship

The contractual conditions are stipulated by Race Manual binding for both ŠK ORAVAMAN and the client

2.1 Establishment of a contractual relationship

- a) The Contractual Relationship between ŠK ORAVAMAN and the client begins with the completion of the registration at <https://registration.oravaman.sk/> for the selected competition. After being selected in a selection procedure specified on the web site for each race (either directly or in a lottery), a client is called for payment of the entry fee. Once the payment is settled the Agreement between ŠK ORAVAMAN and the client is effective.
- b) The Agreement between the Client and ŠK ORAVAMAN is concluded for definite period

starting on the day of payment of the entry fee and terminating on the last day of the competition.

2.2 Changes in a contractual relationship

- a) The subject matter of an Agreement can be narrowed only upon a notice, which is specified for each competition in the Race Manual.
- b) Changes on the ŠK ORAVAMAN`s side may occur in case of unforeseen circumstances, such as unpredictable natural conditions
- c) On client`s side a written individual notice shall be submitted to the organizers and it shall be individually assessed according to these GTC, the Race Manual and other rules of STÚ and ITU, fair-play and the common practice.

2.3 Termination of a contractual relationship

A contractual relationship between ŠK ORAVAMAN and a Client may be terminated in the following ways:

- a) by contract between the parties;
- b) upon expiration of the period for which the Agreement was concluded;
- c) by withdrawal from the Agreement for legally justified reasons;

3 Rights and obligations of the parties

3.1 Rights and obligations of ŠK ORAVAMAN

- a) ŠK ORAVAMAN is obliged to prepare all the conditions and to meet all requirements so that the competition can take place as announced at the time of the registration
- b) ŠK ORAVAMAN is obliged to undertake necessary steps to secure the safety of the client in the competition to the extent usual at similar competitions and in accordance with the respective Slovak legislation

- c) ŠK ORAVAMAN can not be blamed or sued for any damage on the health or properties of the client
- d) ŠK ORAVAMAN is not responsible for athletes health and physical condition
- e) ŠK ORAVAMAN is not responsible for athletes injury during the race
- f) ŠK ORAVAMAN is obliged to enable the client to participate in the race after having met all the conditions listed in the Race Manual and after having paid the entry fee on time (as required by the rules in the Race Manual)
- g) ŠK ORAVAMAN reserves the right to make changes to the announced schedule, extent and procedures of the competition in case of unforeseen circumstances (such as unpredictable natural conditions)
- h) ŠK ORAVAMAN undertakes that it will use clients` data exclusively for the purposes of the related competition and won` t provide it to third person.
- i) In case of an unfavorable or dangerous weather conditions, organizers can shorten or modify any of the three disciplines during the race day. In case sudden bad weather conditions (heavy rain or storm), organizers have the right to stop the race and athletes must respect this decision and follow the instructions of organizers.
- e) Every breach of the competition regulations leads to immediate disqualification.
- f) Client bears the sole responsibility for its personal possessions and athletic equipment with the exception of equipment handed out to the organizer
- g) Client is obliged to be physically fit for the competition and have sufficiently trained for the event and its physical condition are prepared to cope with such extreme competition. Good health condition is required.
- h) A doctor, mountain rescuer or member of the OT crew can prohibit the client to continue in the competition when he diagnoses the risk of damage to his health or a threat to road safety. Should medical treatment be necessary during the event the client declares in advance its consent with these measures. Medical treatments are not included in the entry fee and participant directly charged according to the general medical rates. It is in the responsibility of the participant to ensure adequate insurance coverage for medical treatments. A liability of ŠK ORAVAMAN is thus excluded.
- i) Treatment and help from part of the Mountain rescue service (HZS) on the run course is included in the entry fee
- j) Client accepts all the racing conditions including retirement from the competition if it does not reach the designated cut-off times.

3.2 Rights and obligations of the Client

- a) Client is obliged to pay the entry fee according to payment terms and conditions mentioned below and at the Race Manual (5 days since receiving the payment instructions)
- b) Client is obliged to adhere to the race rules, to respect the defined schedules, obligatory events (pre-race registration, bike handout, track explanation etc.) and organizers` instructions during the race day
- c) Client is competing on its own responsibility
- d) Client abides by the regulations set out in the Race Manual along with the requirements of the organizers according to the briefing.
- k) A client gives permission to the use of the name and photo by the media free of charge and without restriction if this is done in connection with the competitions of ŠK ORAVAMAN
- l) Client agrees with taking photos, sound recording and making videos from the competition. On this photos and videos also can be photographed and filmed the spectators or family members.
- m) Client is aware that participation in the competition involves the risk of serious injury. Even fatal accidents cannot be ruled out. ŠK ORAVAMAN is not responsible for any injuries or health problems, that can happen to athlete at the swim, bike and run course
- n) Client exempts the organizers and volunteers of the ŠK ORAVAMAN from any

liability if they are not covered by legal liability. Included are all direct and indirect damages that the client or its heirs or other legal successor as well as third parties could claim arising out of sustained injuries or death.

- o) Client exempts the organizers and volunteers of the ŠK ORAVAMAN from any liability or indemnification held by third parties, where such third party suffered damages in connection with its participation in the competitions of ŠK ORAVAMAN
- p) Client agrees to indemnify the organizer for all sanctions (fines, penalties and other costs) that arise due to its offenses against legal or official regulations and rules.
- q) Client accepts that the organizer may be forced to cancel the event or change the routes or program due to external forces or due to official orders. Further claims cannot be asserted.
- r) In the case of disputes, the applicable law is exclusively Slovak law and the Law of the European Union.

4 Delivery and payment terms

- a) The client after having read the Race Manual goes to <https://registration.oravaman.sk/>, where it fills in all required information within publicly announced term
- b) The client signs up for the race (lottery in case of Volkswagen Slovakia Oravaman) via its personal account.
- c) After the registration is closed ŠK ORAVAMAN makes a selection of the participants which is stipulated in the rules of each competition (either first comes - first served, or lottery, or direct registration for the competition)
- d) The client is informed of the result of the selection by e-mail
- e) The e-mail contains payment information
- f) The payment period is 5 days since receiving the payment instructions. If not, athlete will be deleted from the start list and replaced by athlete from the wait list. The

process will continue, until all slots are occupied and paid.

- g) By paying the entry fee athlete agrees with the rules of the competition. It agrees with processing the personal data only for the purpose of this race by the organizers.

5 Entry fee

- a) The entry fee must be paid within 5 days, after being notified of the selection of the participant by the organizer
- b) Online payment is done via credit/debit card payment via automatic Trust Pay system payment gate.
- c) At no point and for no reason the entry fee can be refunded in none of the Oravaman Tour races
- d) In case the client is unable to take part in the competition the entry fee can be transferred to other athlete from the waiting list until a date stipulated in individual races`manuals and rules, no later than 6 weeks before the race.
- e) Entry fee can not be transferred for the next year.
- f) No athlete nor relay team can be excluded from the payment of the entry fee. The same means for all sponsors and media.
- g) If a selected participant does not pay the entry fee in a given period stipulated above it will be automatically passed on the next athlete from the waitnig list.
- h) The process will continue, until all slots are covered and paid.

6 Complaint procedure

- a) The complaints shall be carried on individual basis in mutually respectful communication between ŠK ORAVAMAN and the client.
- b) The client can submit a comment or a complaint either by e-mail, by post or personally.
- c) ŠK ORAVAMAN will handle the complaint according to good manners and high moral standard.

- d) In case of competition-related complaints these are being treated by a race jury and in accordance with the rules of Slovak Triathlon Union and International Triathlon Union. The race-related complaint must be lodged in written form up to 20 minutes after the issue of official results to the hands of the main referee of the race with a cash deposit of 20€. In case the complaint is well founded, the deposit will be refunded.

7 Personal data protection

- a) The Client agrees that ŠK ORAVAMAN will process its personal data in accordance with the Law 428/2002 of the Collection of Laws of the Slovak Republic as amended
- b) ŠK ORAVAMAN declares to use the provided personal data in accordance with the Slovak legislature and it will not be provided to third persons

8 Final provisions

- a) Any issues that might arise in the relationship between ŠK ORAVAMAN and the client and are not stipulated in these General terms and conditions shall be primarily governed by the rules of the individual competitions published on the respective web sites, followed by the rules of STÚ and ITU, fair-play and the common practice.
- b) These general terms and conditions have been drawn up in accordance with the law of the Slovak Republic. Relationships not

covered by these are governed by the applicable legal regulations.

- c) Disputes between the parties, if any, shall be heard and judged by a competent general court in the Slovak Republic.
- d) If any of the provisions of the Agreement or the GTC is or may become invalid, ineffective, and/or unenforceable, this shall not affect the validity, effectiveness, and/or enforceability of other provisions of the Agreement or these GTC. In such a case, ŠK ORAVAMAN undertakes, upon contract with the Client, to replace such provision by a new provision, which will be as similar as possible in terms and content and purpose.
- e) ŠK ORAVAMAN shall be entitled to make changes in the GTC at any time. ŠK ORAVAMAN shall be obliged to inform the Client of such changes two (2) months before they enter into effect. The Client shall be informed in such a manner that the modified GTC will be published on the public websites of ŠK ORAVAMAN. If the Client does not express its disagreement with the proposed changes by the date of their coming into effect, ŠK ORAVAMAN shall assume that the Client has accepted the changes. Before the date of coming into effect of the changes, the Client shall be entitled to terminate the Agreement immediately free of charge.

These GTC shall become valid and effective on December 1st, 2017.