

Regulations of the Citi Handlowy 5150 Warsaw Relay event (hereinafter referred to as: "event")

I. ORGANIZER

- 1.1. The organizer of the Event is Sport Evolution Group Sp. z o.o., Jana Kochanowskiego 12/23, 01-864 Warszawa, registered in the District Court for the capital city of Warsaw, XIII Wydział Gospodarczy Krajowego Rejestru Sądowego, KRS 0000779253, NIP: 1231431002, REGON: 382960037, **address for correspondence ul. Janki, ul. Falencka 1B, 05-090 Raszyn**, (hereinafter referred to as the "Organizer").
- 1.2. The event is an event organized and managed by an independent licensee of the World Triathlon Corporation based at 3407 West Martin Luther King Jr. Blvd, Suite #100 Tampa, Florida 33607, United States of America. The name and logo are used with permission from World Triathlon Corporation.

II. DEFINITIONS

- 2.1. **Organizer** - the entity responsible for organising the event;
- 2.2. **Athlete** - a legal person who has registered for the Event by completing the registration form and paying the entry fee;
- 2.3. **Entry fee** - the fee that must be paid to register for the event;
- 2.4. **Resignation** - resignation from participation in the event, resignation means deleting the athlete from the list of event participants;
- 2.5. **Transfer** - transferring the entry fee to another athlete, transfer means deleting the athlete from the list of event participants;
- 2.6. **Transition Zone** - a designated area where athletes change their clothes and equipment between swimming and cycling, and between cycling and running;
- 2.7. **Starting Zone (Start)** - a designated area where athletes start participating in the event;
- 2.8. **Finish Zone (Finish)** - a separate area where athletes finish their participation in the event.
- 2.9. **Race Office** - a separate area where athletes collect items necessary to take part in the event;
- 2.10. **Event website** - the official website of the event, <http://www.ironmanwarsaw.com/> and <http://www.ironman.com/5150-warsaw>.
- 2.11. **Extra Service** - an additional service purchased by the athlete, which is not included in the entry fee.
- 2.12. **Team Captain** - Relay Member; The Athlete who paid the entry fee.
- 2.13. **Team member** – relay member; The Athlete who registered with the token.
- 2.14. **Token** – a special team code.

III. GENERAL RULES

- 3.1. During the competition rules apply in accordance with the rules of the World Triathlon (WT) and will have the priority over the rules of the national federation. In exceptional circumstances, if there are specific entries in the regulations for the event, they will be dealt with at a later stage. The competition will be held in the "no drafting" convention

[World Triathlon Competition Rules](#)

- 3.2. The rules were developed on the basis of the guidelines of the Ministry of Culture and National Heritage, the Ministry of Development, the Sport and the Chief Sanitary Inspector. The rules apply to the organization of mass events during the SARS-Cov-2 virus pandemic and the and the Act of March 2, 2020 on special solutions related to the prevention counteraction and combating of COVID-19, other infectious diseases and crisis situations caused by them (Dz.U. z 2020 r. poz. 374). Each athlete undertakes to adhere strictly to the sanitary regime referred to in the preceding sentences.
- 3.3. Throughout the event, all athletes and supporters must comply with the current epidemic guidelines available at www.gov.pl.
- 3.4. While in the race office, a competitor is obliged to cover his/her mouth and nose with a mask.
- 3.5. In the starting zone the competitors are obliged to keep a social distance.
- 3.6. To reduce the risk of contracting Covid-19, we recommend that all people diagnosed with one of the following conditions: pregnancy, diabetes, high blood pressure, recent stroke, chronic lung or heart disease, chronic renal failure with dialysis, chronic liver disease with cirrhosis, decreased immune function did not participate in the event.
- 3.7. While staying at the event site and moving on the premises of the facility, athletes should comply with the applicable regulations, in particular ensuring social distancing and stay at a safe distance from each other, in accordance with the current guidelines of the Ministry of Health and the Chief Sanitary Inspector, WHO and law. The guidelines are available on the following pages:
 - Chief Sanitary Inspector ([website](#))
 - Ministry of Health ([webiste](#))
 - World Health Organisation ([website](#))
- 3.8. It is forbidden to enter the event by persons staying in quarantine, under epidemiological supervision or showing signs of infection (fever, cough, shortness of breath).
- 3.9. Each athlete is required to complete a screening questionnaire, which will be included in the QR ticket.
- 3.10. The athlete declares that he is aware of the risk incurred when it comes to infection with the COVID - 19 virus during the event. He is aware that despite the implementation of a sanitary regime and compliance with appropriate procedures by the Organizer, there is a risk of infection.
- 3.11. The athlete declares that he has read the epidemic safety rules applicable during the event and undertakes to comply with them.
- 3.12. The athlete declares that he will not make any claims against the Organizer in the event of being infected with the COVID-19 virus during the event.
- 3.13. In case of cancellation due to COVID-19 pandemic, the Athlete agrees to receive a voucher, of the value of the entry fee paid, to use at the Event taking place in the IRONMAN Series in Poland in the following year.
- 3.14. If the date of the Event is changed due to the COVID-19 pandemic, the athlete will be automatically transferred to the new date of the Event. The athlete will have the opportunity to change the entry fee into a voucher within the time specified by the Organizer. The voucher of the value of the paid entry fee will be available

for the competitions taking place in the IRONMAN series in Poland in the following year.

- 3.15. In the event of cancellation or postponement of the event due to the COVID-19 pandemic, the money for the purchased additional services will be returned to the competitor within 180 days. Purchased insurance and Polish Triathlon Federation License will not be refunded.

IV. DATE AND PLACE

- 4.1. The event will take place on 12th June 2022 in Warsaw.
- 4.2. The start will be located in the Rewita Military Recreation Centre in Rynia in Białobrzegi.
- 4.3. The finish line will be located in the Multimedia Fountain Park in Warsaw
- 4.4. The start time of the event will be published in the "Program of the event" on the event website at a later date.

V. DISTANCE, ROUTE, TIME LIMIT

- 5.1. The race will be held at the distance of 1,5 km of the swimming stage, 40 km of the cycling stage and 10 km of the running stage.
- 5.2. Swimming at the distance of 1,5 km. The start will take place in the Rolling Start formula on the beach of Rewita WDW Rynia centre. Expected water temperature: 17 - 21 ° C. For safety reasons, he recommends swimming in neoprene and triathlon wetsuits. At water temperatures below 15,9 degrees Celsius, long-sleeved wetsuits will be required. For water temperatures above 24,6 degrees Celsius, wetsuits are prohibited.
- 5.3. Cycling a distance of 40 km. The route marked from point (T1) to point (T2). Traffic is closed on the entire route. Convention competition without drafting! All types of bicycles in good technical condition are allowed.
- 5.4. Running a distance of 10 km.
- 5.5. The Organizer reserves that the final length of the routes of particular stages may slightly differ from the lengths given in points 5.1., 5.2., 5.3. and 5.4. Permissible difference is +/- 10% for each stage and the exact length of the routes will be given after their final approval and will be included in GPX files of the routes made available by the Organizer.
- 5.6. Time limits:
 - 5.6.1. Swim: 50 minutes
 - 5.6.2. Swim and bike: 2 hours 45 minutes
 - 5.6.3. Swim, bike and run: 4 hours
- 5.7. The time limit for the completion of the individual sections of the cycling and running route of the Event will be published on the website of the Event no later than 14 days before the Event.
[The time limit for the individual sections](#)
- 5.8. The detailed route of the event will be published on the event website. The Organizer has the right to change the route and its distance. Such a change shall not give rise to any additional claims and obligations.
- 5.9. Apart from the Organizer, persons authorised by the Organizer and public services, no person without a start number is allowed on the route. Persons violating this prohibition may be removed from the route by appropriate services.

- 5.10. Electronic time measurement control points will be located on the route of the race. Omitting the control gate may result in disqualification.
- 5.11. There will be refreshment points on the route of the event (cycling and running course).
- 5.12. After the limit expires, the athlete is obliged to immediately leave the race route.
- 5.13. A person who stays on the route after the time has expired, does so at his own risk and may be punished for breaking traffic regulations and the Civil Code.

VI. PARTICIPATION

- 6.1. A person who is 18 years of age at the day of the race (person born before 12th June 2004) may participate in the event.
- 6.2. Each athlete must be verified at the Race Office.
- 6.3. Successful verification is conditional upon the team captain or team member appearing in person and submitting to the race office proof of confirmation of a QR ticket and identity card or passport, and photocopies of the identity card or passport of the absent team members.
- 6.4. The QR ticket, necessary for verification at the race office, will be made available to the athlete no later than 3 days before the event to the e-mail address provided during registration.
- 6.5. The opening hours of the Race Office will be published in the Program of the event on the event website. The race office will be closed on the day of the event.
- 6.6. The athlete is obliged to leave the bike in the Transition Zone the day before the event.
- 6.7. Only athletes who have a wristband, a helmet with a starting number, a bike with a starting number and a chip have access to the Transition Zone.
- 6.8. The cost of the entry fee, accommodation, travel and own meals are covered by the athlete on his own.
- 6.9. The relay consists of three riders, of which:
 - 6.9.1. the first rider sails 1,5 km and reaches the transition zone
 - 6.9.2. the second rider rides a bike 40 km and reaches the transition zone,
 - 6.9.3. the third rider runs 10 km and finishes the distance at the finish line
- 6.10. One relay participant can only compete in one stage of the Event.

VII. SAFETY

- 7.1. By entering the starting line, the athlete confirms that he starts solely at his own risk and bears the risk associated with it, acknowledging that participation in the event is associated with physical effort and entails a natural risk and risk of accidents, the possibility of injury and injury. physical damage (including death) as well as property damage and loss and has voluntarily decided to take the risk. The above does not exclude the Organizer's liability resulting from mandatory legal regulations.
- 7.2. The organizer provides accident insurance to athletes who have been correctly verified in the Race Office. Each athlete will be covered by insurance cover in the field of accident insurance occurring during the insurer's liability period in the territory of the Republic of Poland, consisting in bodily injury or health disorder, causing permanent health impairment or death of the insured. The insurance is paid by the Policyholder, ie the Organizer.

- 7.3. The athletes are obliged to strictly follow the instructions of the Organizers, services responsible for road traffic management, including the Police, Municipal Police, judges and other services securing the route of the event.
- 7.4. The decisions of the medical service regarding the continuation of the race by athletes are final and indisputable. The medical transport of the athlete results in his disqualification.
- 7.5. If an athlete decides to withdraw from the competition at any time during the event, he/she must notify the judges or the organizer.

VIII. REGISTRATION

- 8.1. Registration for the Event will take place via the registration form available on SlotMarket.pl from 7th December 2021 to 29th May 2022 or until places are sold out.
- 8.2. The limit of athletes in the event is 100 entries. If the limit is reached, the Organizer reserves the right to close the registration earlier.
- 8.3. The Organizer reserves the right to invite people to take part in the Event after the limit of places has been reached or after the date given in point 8.1.
- 8.4. The organizer reserves the right to change the limit of places, and everyone who has purchased the package by the date of announcement of such a change has a guaranteed right to start.
- 8.5. The registration is considered when the application form is correctly completed and when the payment of the entry fee is paid in the amount specified in these regulations.
- 8.6. The confirmation of successful registration is:
 - 8.6.1. confirmation of registration for the event from SlotMarket.pl (confirmation from the email address contact@slotmarket.pl);
 - 8.6.2. payment confirmation from DotPay (confirmation from email address transakcje@dotpay.pl);
 - 8.6.3. information about registration in the Registration History on the SlotMarket.pl in user account (status: "Registered").

IX. GROUP REGISTRATION

- 9.1. Group registrations are accepted via the email address fakury@slotmarket.pl.
- 9.2. Payment for group entries is made to the Organizer's bank account on the basis of a Pro-Forma document with a 7-day payment deadline. Pro-Forma document is issued for the start of at least three participants (it is not possible to receive Pro-Forma for the start of a group of up to two people and for individual start).
- 9.3. Group registrations are accepted up to 30 days before closing the registration form.
- 9.4. In order to receive a Pro-Forma document, please send: invoice details and the number of participants to the address fakury@slotmarket.pl.
- 9.5. After making the payment for the Pro-Forma document, registration codes will be sent, reducing the entry fee.
- 9.6. Registration codes are valid for 14 days from the date of receipt of the codes.
- 9.7. People who register using codes are required to fill in the event registration form available on the SlotMarket.pl website and provide the code in the last step of registration.

- 9.8. People who do not register using the code, will not be allowed to take part in the Event.

X. ENTRY FEE

- 10.1. The entry fee to participate in the event, depending on time of registration, is as follows:
 - Tier 1 – 400,00 PLN, 30 entries
 - Tier 2 – 475,00 PLN, 30 entries
 - Tier 3 – 550,00 PLN, 40 entries
- 10.2. The entry fee should be paid via the DotPay transaction service. All data provided in payments are entered on a secure encrypted page.
- 10.3. The fee must be paid upon registration, otherwise the application will be canceled.
- 10.4. The Entry Fee consists of servicing the athlete before the event (e-mail communication and via Social Media channels), maintaining the servers of the event website, purchases and renting products necessary to organize the event, as well as organizing and promoting the event.
- 10.5. An athlete who wants to receive an invoice for the paid entry fee should select the appropriate option in the registration form and enter the required data needed to issue the document. The invoice will be generated automatically after the payment is credited and will be available for download from the athlete's profile.
- 10.6. The organizer does not issue invoices in paper form.
- 10.7. If the athlete requests an invoice after payment, the invoice will be issued only for a legal person. The invoice may be requested by writing to the address faktury@slotmarket.pl until the end of the event.
- 10.8. Invoices to the individual will be issued up to three months after payment.

XI. STARTING KIT

- 11.1. As part of the event, each athlete receives:
 - 11.1.1. Bib number
 - 11.1.2. Set of stickers
 - 11.1.3. Swim cap
 - 11.1.4. Wristband
 - 11.1.5. Deposit bag
 - 11.1.6. Chip
 - 11.1.7. Food voucher
- 11.2. Athletes who have completed the event are entitled to get a medal and a finisher t-shirt.
- 11.3. The size of the T-shirt must be provided during registration. T-shirt size can be changed up to 45 days before the event.
- 11.4. The basis to receive the starting kit is scanning the QR code at the Race Office and verification of data on the basis of an identity document or passport.
- 11.5. Each member of the relay is required to wear an wristband, which is included in the starting kit.
- 11.6. The location and opening hours of the Race Office will be given in the event program on the event Website. The race office will be closed on the day of the event.

- 11.7. A competitor taking part in a cycling stage is obliged to bring and collect his/her bike to/from the Changing Zone on his/her own.
- 11.8. The starting kit, which will not be collected during the working hours of the Race Office may be sent to the Athlete by courier on his/her request to the following address: contact@slotmarket.pl within 7 days from the day of the Event. The cost of delivery is:
 - 11.8.1. 50 PLN – Poland
 - 11.8.2. 25 EUR - European Union countries
 - 11.8.3. 70 EUR- countries outside the European Union
- 11.9. The cost of delivery is paid by the Athlete before delivery.

XII. EXTRA SERVICES

- 12.1. During registration for the event and after its completed, the athlete may purchase Extra Services.
- 12.2. The purchase of Extra Services is not obligatory and is not necessary to complete the race. The purchase of Extra Services is possible up to 7 days before the date of the race.
- 12.3. The price for the Extra Services is given in the event registration form on the Slotmarket.pl website.
- 12.4. The Organizer is not responsible for the quality and timing of additional services. All complaints should be submitted to the entity providing the purchased service.

XIII. WITHDRAWALS & TRANSFERS

- 13.1. Except as provided for in these Regulations, the Organizer does not provide for the possibility of transferring the entry fee paid to another participant, another event or to another year.
- 13.2. Withdrawal from the event should be reported via [the form](#). The amount of the refund of the entry fee depends on the date of registration:
 - 13.2.1. until 12th March 2022 we refund: 50% of the entry fee;
 - 13.2.2. until 12th May 2022 we refund: 25% of the entry fee;
 - 13.2.3. from 13th May 2022, the entry fee is not returned.
- 13.3. If additional purchases (e.g. medal engraving or FinisherPix) have been purchased along with the original race entry, it cannot be transferred to the new race. Additional purchases will be refunded until 45 days prior to the race and will need to be repurchased by the athlete.
- 13.4. The organizer allows changing Team Captains and Team Members up to 14 days before the Event. After this date it will not be possible to change Team Captains and Team Members. To make a change, please email 5150warsaw@ironman.com
- 13.5. Starting kits purchased in full or in part with a voucher or discount code are not refundable, transferable to another event.

XIV. CLASSIFICATIONS & PRIZES

- 14.1. The following classifications will be held as part of the race:
 - 14.1.1. Men's classification (men's teams only)

- 14.1.2. Women's classification (women's teams only)
- 14.1.3. Mixed classification (teams of one woman and two men or two women and one man)
- 14.2. The official time of the event is the gross time of the team.
- 14.3. The results will be announced no later than 15 minutes before the awards ceremony. The results will be hosted on the website www.wyniki.datasport.pl.
- 14.4. The results will be published on the event website and delivered to the media.
- 14.5. The winners of places 1-3 in the age groups of women and men will receive souvenir trophies.
- 14.6. In the case of absence from the award ceremony, the prizes can only be collected at the Organizer's office up to 30 days after the end of the event.
- 14.7. The organizer reserves the right to introduce additional prizes in selected categories.

XV. PROTECTION OF PERSONAL INFORMATION

- 15.1. Personal data controller of athletes is Sport Evolution Group Sp. z o.o., Jana Kochanowskiego street 12/23, 01-864 Warsaw, daneosobowe@sporteolution.pl. In relation to some participant data IRONMAN® Germany Germany GmbH Höchster Strasse 90, 65835 Liederbach, Germany are joint controllers.
- 15.2. Personal data of participants of Event will be processed for the purposes of organizing and carrying out Event, to select the winner and to award, release, receive the prize and other activities related to the economic activity and will not be shared with other customers.
- 15.3. For the purposes of chip timing and result sheet creation as well as sending one's bib number information and official time, personal data of the athlete (name, last name, year of birth, gender, city, email address, phone number) will be shared with Datasport, ul. Okrężna 22, 58-310 Szczawno Zdrój.
- 15.4. The participant has a right to access his/her data and correct them. Providing personal data and consent to their processing is optional, but necessary to achieve the said objectives. Failure to provide data or lack of consent to their processing prevents participation in the event. Please be advised that your consent may be revoked at any time.
- 15.5. Processing of participants data, in connection with participation in the event, includes publication of name, surname, year of birth, club participant with the name of the town in which he resides - in every way in which the project will be published.
- 15.6. All information concerning participants obtained by the Organizer and included in the registration form will be recorded in electronic way and in each case they will be used pursuant to in accordance with the applicable law.
- 15.7. The organizer reserves the right to carry out interviews with each of the participants, take photos and film them for advertising, promotional purposes, use on the Internet or in radio and TV broadcasts and for other commercial purposes.
- 15.8. The Organizer reserves the right to use, without compensation, all photographs, films, interviews, and voice recordings introducing the Event participants. These materials may be used by the Organizer in the form of CD-ROMs, DVDs, catalogues,

internet sites, newspapers, and exhibition stands, as well for promotional-commercial purposes concerning the Events run by the organizers.

- 15.9. The data retention period shall be
 - 15.9.1. For data processed for the purpose of asserting possible legal claims - until the claim is time-barred or the proceedings related to the claim are concluded.
 - 15.9.2. For data processed for the purpose of documenting and communicating activities, not more than 5 years from the date of the documented event, unless the data are processed for archiving purposes in the public interest.
 - 15.9.3. For data processed to ensure the security of networks and information systems - not more than 5 years from the date of registration.
 - 15.9.4. For data processed on the basis of the athlete's agreement - until that agreement is withdrawn.
- 15.10. In order to withdraw your consent to the processing of your personal data, you must complete the application form on <https://slotmarket.pl/document/polityka-prywatnosci> and send it to contact@slotmarket.pl.

XVI. COMPLAINTS

- 16.1. A written protest regarding the non-compliant behavior of athletes, non-compliance with the provisions in other matters related to the race or the decision of the judges may be submitted to the main judge within 5 minutes from the end of the race (the last athlete running in) at the head referee with a deposit paid the amount of USD 50 (WT Rules art. 12.7a).
- 16.2. Complaints concerning matters related to the Event shall be submitted in writing with justification to the Organizer's correspondence address, with the note "Relay Citi Handlowy 5150 Warsaw - Complaint", within 7 days from the date of the event - directly or by registered mail (the date of the postmark is decisive) or to the address: contact@slotmarket.pl, with the note "Relay Citi Handlowy 5150 Warsaw - Complaint".
- 16.3. Complaints sent after the deadline in point 16.2. will not be considered.
- 16.4. Complaints about race will be considered by Organizer within 60 days of their receipt.
- 16.5. The Organizer's decision on complaints about race will be final.
- 16.6. The above does not limit the Consumer's rights to pursue their claims under mandatory provisions of law before common courts.

XVII. COMPLAINTS PROCEDURE

- 17.1. All Event participants are bound by these Regulations.
- 17.2. The Rules shall apply from the date of their publication i.e. 28th October 2021..
- 17.3. Each participant is obliged to read the regulations.
- 17.4. Ignorance of the Regulations does not release the athlete from the rules specified by the Organizer in these Regulations.
- 17.5. It is forbidden to bring any kind of narcotic, illegal substance, drugs improving athletic performance, as well as alcoholic products to the area encompassing the Event. Participants are prohibited from taking such drugs and substances both

before and during the race, failure to abide by this rule may result in exclusion from participation in the Event. If it is found that an athlete violates the above prohibition, the organizer reserves the right not to allow him to participate in the race or exclude him during the race.

- 17.6. No athlete may use measures or actions to increase efficiency. Any attempt of doping will be dealt in accordance with the IRONMAN Anti-Doping Rules. Athletes may be required to undergo testing before and after the Event. If an athlete is called upon to control, he/she is required to appear for inspection.
- 17.7. The Medical Control Rules are in accordance with IRONMAN Anti-Doping Rules on banned substances and will be binding on all athlete. In addition, other rules and regulations, even if not yet recognized by the IRONMAN Anti-Doping Rules, may be instituted, which if such occurs, you agree to abide by.
- 17.8. Each athlete is obliged to participate in the race in the swimming cap provided in the starting package, to put the starting number under the saddle during cycling and on the bicycle helmet; during the run: in front, at waist level - under penalty of disqualification. It is recommended to put the bib number on the back while riding a bike due to the chip on the back of the number. During the running stage, the athlete is obliged to put the bib number in front of him under penalty of disqualification.
- 17.9. On the reverse of the bib number there will be a table that each athlete should fill in for easier identification in the case of an accident. The table contains data on the medications taken, possible allergies and the telephone number of the person to be contacted by the Organizer in the case of an accident.
- 17.10. The finish line may be crossed only by an athlete participating in the running stage, in case of crossing the finish line by another team member, the team will be disqualified
- 17.11. The organizer provides emergency medical care along the route and at the finish line.
- 17.12. The event Organizer provides safety in the water during the race (through WOPR).
- 17.13. The Organizer shall provide a deposit. Valuables cannot be left in the deposit, but only things necessary for basic needs both before and after the Event.
- 17.14. The Organizer is not responsible for lost valuables during the Event.
- 17.15. The organizer takes responsibility only for equipment left in the Transition Zone which is necessary to complete the race, i.e.: bicycle, helmet, shoes, wetsuit. Additional equipment (watches, bicycle computers, goggles, etc.) are left in the Transition Zone at the athlete's own risk.
- 17.16. In case of theft or damage to equipment, each athlete is obliged to report this fact to the Organizer representative in the Transition zone and the police. Entries will be accepted by the Organizer only until it receives the equipment and leave the Transition zone by an athlete.
- 17.17. The organizer reserves the right to cancel or modify the event without giving reasons. If it is not possible to conduct a swimming competition (red flag), the swimming will be canceled.
- 17.18. The event will take place regardless of weather conditions.

- 17.19. The Organizer reserves the right to make rule changes at any time provided all athletes are notified in writing and/or at the pre-race athlete briefing meeting. Notification of any change will be in accordance with WTC procedures.
- 17.20. Absence of technical check doesn't exempt the athlete from complying with these Regulations on this check-in.
- 17.21. Each of Organizer and WTC may assign these Regulations to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in these Regulations, consistent with Organizer's, WTC's and other Released Parties' rights and protections under these Regulations.
- 17.22. Only the organizer of the event is entitled to a binding and final interpretation of the regulations of these regulations. If any of the provisions of the Regulations is partially or entirely changed - all other provisions remain valid.
- 17.23. The organizer reserves the right to change the name of the event
- 17.24. In matters not covered by the regulations, the Organizer shall decide on the basis of the applicable law. The above does not limit the right to court in case of a dispute.