

Regulations of the Night Run Warsaw 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").

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. **Race Office** - a separate area where athletes collect items necessary to take part in the event;
- 2.6. **Event website** - the official website of the event, www.ironmanwarsaw.com;
- 2.7. **Extra Service** - an additional service purchased by the athlete, which is not included in the entry fee.

III. GENERAL RULES

- 3.1. For the safety of Athletes, Volunteers and the Organizers during the event, all participants and spectators are required to follow the current epidemic guidelines available at www.gov.pl.
- 3.2. Entry to the Event of persons in quarantine, under epidemiological surveillance or showing signs of infection (fever, cough, shortness of breath) is prohibited.
- 3.3. The athlete declares that he/she is aware of the degree of risk incurred in terms of COVID - 19 infection during the Event.
- 3.4. 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.
- 3.5. In the case of cancellation of an event due to the COVID-19 pandemic or any other virus, or for reasons beyond the control of the organiser (so-called "force majeure"), the athlete will receive a voucher, of the value of the entry fee paid, to be used for events taking place in the IRONMAN series in Poland in the following year.
- 3.6. **If the date of the Event is changed due to the COVID-19 pandemic or another virus, or for reasons beyond the Organizer's control (so-called "force majeure"), the competitor will automatically be moved to a new date of the Event. The competitor will have the opportunity to change the entry fee into a voucher within a time period specified by the Organizer.** The voucher of the value of the

entry fee paid will be available for events in the IRONMAN series in Poland in the following year.

- 3.7. In the event of cancellation or rescheduling of the event due to the COVID-19 pandemic or other virus, as well as for reasons beyond the Organizer's control (so-called "force majeure"), the money for the purchased additional services will be returned to the competitor within 180 days. Insurance purchased is not refundable - or in accordance with the insurer's rules.
- 3.8. Force majeure in the meaning of these Regulations shall be any and all unforeseeable situations or events of exceptional nature, remaining beyond the Organizer's control, making it impossible to fulfil any of the obligations provided for in these Regulations, not resulting from the Organizer's fault or negligence, and remaining insurmountable despite the exercise of all due care, in particular: events of the nature of natural disasters such as floods, hurricanes, windstorms of extraordinary strength, whirlwinds, earthquakes, exceptionally intense and prolonged downpours or extraordinary and external events that could not have been prevented (such as war, martial law restrictions, insurrection, revolution, riots, terrorist attack), epidemic threats, states of epidemic danger, epidemics and states of epidemics, as well as new legal acts or decisions of administrative authorities preventing the Organizer from fulfilling its obligations. Neither the Organizer nor the competitors shall be liable for failure to perform or improper performance of the provisions of these Regulations caused by force majeure.

IV. DATE AND PLACE

- 4.1. The event will take place on June 9, 2023 in Warsaw.
- 4.2. 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 distance of the race is 5 km.
- 5.2. Time limits: 45 minutes.
- 5.3. 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.
- 5.4. 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.
- 5.5. After the limit expires, the athlete is obliged to immediately leave the race route.
- 5.6. 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.
- 5.7. For security reasons it is forbidden to:
 - 5.7.1. bring to the race any objects that may pose threat or risk to other competitors;
 - 5.7.2. be dressed in a face covering outfit that would hinder identity check;
 - 5.7.3. take animals along;
 - 5.7.4. race with a stroller.

VI. PARTICIPATION

- 6.1. A person of at least 16 years of age (born in 2007 or older) may take part in the Event.
- 6.2. Each athlete who enters the Event must be verified at the race office.
- 6.3. 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.
- 6.4. Athlete verification is done by:
 - 6.4.1. the athlete's personal appearance in the race office and submitting at the race office a confirmation of the entry in the form of a QR code to be downloaded from the received e-mail and an identity document or passport
 - 6.4.2. appearance of an authorised person at the race office, who is required to provide confirmation of the athlete's entry in the form of a QR code and a photocopy or photo of an identity document or passport (for inspection - any copies will be immediately destroyed).
- 6.5. The cost of the entry fee, accommodation, travel and own meals are covered by the athlete on his own.

VII. SAFETY

- 7.1. By stepping on the starting line the athlete acknowledges that he/she takes part entirely at his/her own risk, and in case of minors at the risk of their parents or legal guardians. The contestant, or parent or legal guardian in the case of minors, assumes the risk involved, acknowledging that participation in the competition involves considerable physical effort and entails the natural risk and danger of accidents, the possibility of personal injury and physical trauma (including death) as well as damage and loss of a property nature, and has voluntarily decided to assume this risk. The above does not exclude the organiser'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 March 21, 2023 to June 4, 2023 or until places are sold out.

- 8.2. The limit of athletes in the event is 1000 people. 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 faktury@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 faktury@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 – 60,00 PLN, 200 entries,
 - Tier 2 – 70,00 PLN, 250 entries,
 - Tier 3 – 80,00 PLN, 250 entries,
 - Tier 4 – 90,00 PLN, 250 entries,
 - Tier 5 – 100,00 PLN, 50 entries,in the race office, 50 entries, 100,00 PLN (only if packages do not sell out in the online sale).

- 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. In order to receive an invoice after payment, please contact by writing to faktury@slotmarket.pl.
- 10.8. Invoices to the individual will be issued up to three months after payment.
- 10.9. Business invoices will be issued by the fifteenth of the month following payment.

XI. STARTING KIT

- 11.1. As part of the event, each athlete receives:
 - 11.1.1. Bib number
 - 11.1.2. Headlamp
 - 11.1.3. Chip
- 11.2. 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.
- 11.3. An athlete who transfers an entry packet to another person, and a person who purchases an entry packet without notifying the organiser, may be disqualified, as well as suspended from participation in events organised by Sport Evolution Group sp. z o.o. for 2 years.
- 11.4. The starting kits which will not be collected during the working hours of the Race Office may be delivered to the Athlete by courier on his/her request to the following address: warsaw70.3@ironman.com within 7 days from the day of the Event. The cost of delivery is:
 - 11.4.1. 35 PLN – Poland
 - 11.4.2. 25 EUR - European Union countries
 - 11.4.3. 70 EUR- countries outside the European Union
- 11.5. The cost of delivery is paid by the Athlete before delivery.

XII. RACE OFFICE, START, FINISH

RACE OFFICE

- 12.1. The race office will be located at the Multimedia Fountain Park in Warsaw, June 9, 2023.
- 12.2. The Race office will be open 3:00 p.m. - 9:00 p.m.
- 12.3. The opening hours of the Race Office and location are possible to change. Such change shall not give rise to any additional claims and liabilities. The exact opening hours of the Race Office and its location will be published on www.ironmanwarsaw.com.

START & FINISH

- 12.4. The Start and Finish shall be located in the Multimedia Fountain Park in Warsaw.
- 12.5. The start time will be published at www.ironmanwarsaw.com.
- 12.6. Only athletes who have crossed the finish line may be present at the finish line. After crossing the finish line the athlete will receive a commemorative medal.
- 12.7. It is forbidden to run into the finish line with an accompanying person, animal or things which may endanger the safety of the athlete or other people. Failure to comply with this point will result in disqualification.

XIII. EXTRA SERVICES

- 13.1. During registration for the event and after its completed, the athlete may purchase Extra Services.
- 13.2. 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.
- 13.3. The price for the Extra Services is given in the event registration form on the Slotmarket.pl website.
- 13.4. Insurance and licence purchased from the Polish Triathlon Federation will not be refunded.
- 13.5. Insurance policies are purchased in Towarzystwo Ubezpieczeniowe TU Europa through the Slotmarkt.pl portal. In this relation, the Organizer acts as an intermediary, not as an insurer.
- 13.6. When purchasing insurance, the Athlete accepts the General Insurance Conditions.
- 13.7. 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.

XIV. WITHDRAWALS & TRANSFERS

- 14.1. It is not possible to transfer the entry fee paid to another year or to another event, except as indicated in point. 3.

WITHDRAWAL

- 14.2. Withdrawal from the Event shall be reported by writing to warsaw70.3@ironman.com. The amount of the entry fee refund shall depend on the date of resignation:
 - 14.2.1. until May 9, 2023 we refund: 25% of the entry fee;
 - 14.2.2. from May 10, 2023, the entry fee is not refunded.
- 14.3. Please note that all additional purchases during registration will be refunded 100% up until May 9, 2023.
- 14.4. Refunds will be transferred to the Credit Card you used during registration unless it is explicitly stated in the withdrawal request that you want a bank transfer. When transferring to a bank account the account holder and the athlete withdrawing must be the same person. If we refund to a bank account transfer, a transaction can take up to 8 weeks.
- 14.5. Based on Article 38(1)(12) of the Polish Consumer Rights Act, Consumers do not have the right to withdraw from the event.

TRANSFER

- 14.6. The transfer of the entry fee shall take place according to the Rules for the Transfer of Entry Fees [RULES](#)
- 14.7. It is possible to transfer the entry fee until May 28, 2023.
- 14.8. Transferring the entry fee to another person is possible after paying a handling fee of 10 PLN. The handling fee shall be paid by a person registered for the Event via DotPay portal.
- 14.9. A person who has received an email with a registration link is obliged to register for the Event within two calendar days of receiving the email with the link
- 14.10. Once transferred, the entry fee is not transferable or refundable.

XV. CLASSIFICATIONS & PRIZES

- 15.1. A general classification of men and women will be held at the Event.
- 15.2. 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.
- 15.3. The results will be published on the event website and delivered to the media.
- 15.4. 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.
- 15.5. Winners of places I-III in the general category of women and men will receive commemorative statuettes.

XVI. PROTECTION OF PERSONAL INFORMATION

- 16.1. Personal data controller of participants is Sport Evolution Group Sp. z o.o., Jana Kochanowskiego street 12/23, 01-864 Warsaw, daneosobowe@sporteolution.pl.
- 16.2. 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.
- 16.3. 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 Marek Zieliński ul. Okrężna 22, 58-310 Szczawno Zdrój NIP: 886-002-17-67, REGON: 890214832.
- 16.4. 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.
- 16.5. The processing of participants' data in connection with their participation in the Event also includes the publication of the participant's name, year of birth, club of the participant together with the name of the locality in which the participant resides - in any manner in which the draft entry list and results will be published.

- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. The data retention period shall be
 - 16.9.1. 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.
 - 16.9.2. 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.
 - 16.9.3. For data processed to ensure the security of networks and information systems - not more than 5 years from the date of registration.
 - 16.9.4. For data processed on the basis of the athlete's agreement - until that agreement is withdrawn.
- 16.10. 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.

XVII. COMPLAINTS

- 17.1. Complaints concerning matters related to the Event shall be submitted in writing with justification to the Organizer's correspondence address, with the note "Night Run 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: warsaw70.3@ironman.com, with the note " Night Run Warsaw - Complaint".
- 17.2. Complaints sent after the deadline in point 17.1. will not be considered.
- 17.3. Complaints about race will be considered by Organizer within 60 days of their receipt.
- 17.4. The Organizer's decision on complaints about race will be final.
- 17.5. The above does not limit the Consumer's rights to pursue their claims under mandatory provisions of law before common courts.

XVIII. COMPLAINTS PROCEDURE

- 18.1. All Event participants are bound by these Regulations.
- 18.2. The Rules shall apply from the date of their publication i.e. March 21, 2023.
- 18.3. Each participant is obliged to read the regulations.

- 18.4. Ignorance of the Regulations does not release the athlete from the rules specified by the Organizer in these Regulations.
- 18.5. 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.
- 18.6. The organizer provides emergency medical care along the route and at the finish line.
- 18.7. 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
- 18.8. The Organizer is not responsible for lost valuables during the Event.
- 18.9. Should any of the provisions of the Regulations be partly or wholly deemed changed - all other provisions shall remain valid.
- 18.10. The organizer reserves the right to change the name of the event
- 18.11. The organizer reserves the right to cancel or modify the event for any reason.
- 18.12. Event might be changed, as well as the competition may be cancelled, if circumstances unforeseeable at the date of publication of these Rules and Regulations or due to force majeure (e.g. adverse weather conditions, decisions by law enforcement or rescue services) occur.
- 18.13. The Organizer shall be liable to the Consumer for the conformity of the performance with the Contract on the basis of the mandatory provisions of the law, in particular the Civil Code.