

---

# REGULATIONS OF SWIM SERIES POLAND BY AQUA SPEED (HEREINAFTER REFERRED TO AS: EVENT")

---

## ORGANIZER

The organizer of the event is Sport Evolution Group Sp. z o.o., located at 12/23 Jana Kochanowskiego Street, 01-864 Warsaw, registered in the National Court Register under the number 0000779253, with the registration court: District Court for the capital city of Warsaw, XIII Economic Department of the National Court Register, NIP (Tax Identification Number): 1231431002, REGON (National Business Registry Number): 382960037, **correspondence address: Falencka 1B, 05-090 Raszyn (hereinafter referred to as the "organizer")**.

## I. DATE AND PLACE

1. The event will take place on June 8, 2024, in Nieporęt, by Lake Zegrzyńskie.

## II. ROUTE & TIME LIMIT.

1. The event will be held over distances of 1500 meters and 750 meters swimming in Lake Zegrzyńskie.
2. The detailed race route will be posted on the website [www.ironmanwarsaw.com](http://www.ironmanwarsaw.com) (hereinafter referred to as the "event website").
3. The time limit to complete the event is 60 minutes for the 1500-meter distance and 30 minutes for the 750-meter distance. After the time limit expires, the participant is required to promptly leave the race course.
4. Swimming at the distance of 1,5 km. The start will take place in the Rolling Start formula on the beach of Nieporęt Port. Expected water temperature: 17 - 21 ° C. For safety reasons, he recommends swimming in 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

## III. SAFETY

1. In the interest of the safety of athletes, volunteers, and organizers during the event, all participants and spectators must adhere to the current epidemic guidelines available on the website [www.gov.pl](http://www.gov.pl) (if applicable).
2. Persons under quarantine, under epidemiological supervision, or exhibiting symptoms of infection (fever, cough, shortness of breath) are prohibited from attending the event.

3. The athlete declares awareness of the level of risk associated with being in a crowded place during the event, including the risks of viral infection.
4. The athlete declares that they will not make any claims against the organizer in the event of any infection acquired during the event.
5. By standing on the starting line, the athlete confirms that they are participating solely at their own risk, and in the case of minors, at the responsibility of their parents or legal guardians. The athlete, parent, or legal guardian, in the case of minors, assumes the associated risk, acknowledging that participation in the event involves significant physical exertion and carries the natural risk and danger of accidents, the possibility of injury or physical harm (including death), as well as property damage and losses, and has voluntarily chosen to take on this risk. The above does not exclude the organizer's liability under the applicable laws.
6. The organizer provides personal accident insurance (NNW) to participants who have been correctly verified at the race office. Each athlete will be covered by insurance for personal accident protection, covering bodily injury or health impairment resulting in permanent disability or death of the insured, occurring during the insurer's liability period in the territory of the Republic of Poland. The premium is paid by the Policyholder, i.e., the Organizer.
7. Athletes are obliged to strictly follow the instructions of the Organizers, traffic management services, including the Police, Municipal Guard, judges, and other services securing the race route..
8. Medical service decisions regarding the continuation of the race are final and indisputable. The medical transport of an athlete results in disqualification.
9. If an athlete decides to withdraw from the race at any point in the event, they are obligated to report this fact to the judges or the organizer. Failure to report this fact to the judges or the organizer may result in the athlete being disqualified and suspended from participating in events organized by Sport Evolution Group Sp. z o.o. for 2 years.

## IV. PARTICIPATION

1. In the 750 meter race, participants must be at least 16 years old (born in 2008 or earlier). In the 1500 meter race, participants must be at least 18 years old (born in 2006 or earlier).
2. Every athlete in the event must undergo verification at the race office. Details about the check-in at the race office can be found in Chapter VIII.
3. For safety reasons, the following are prohibited:
  - a. Bringing items onto the race course that may pose a threat to other athletes.
  - b. Participating in the event wearing an outfit that covers the face and prevents the identification of the athlete.
  - c. Starting with animals and pets.

- d. Starting under the influence of alcohol or other intoxicating substances.
4. The Organizer may prohibit participation with an item not described in point 3 of Chapter IV if it affects the safety of athletes, volunteers, and the organizer.
5. Only athletes who have been properly check-in at the race office and have a race number may be on the race route. There is no possibility of starting with a companion.
6. The athlete is responsible for covering the costs of the entry fee, accommodations, transportation, and personal meals.
7. Each participant is required to start in the race wearing the cap provided in the race package under penalty of disqualification

## V. REGISTRATION

1. Registration for the event will take place through the registration form available on the SlotMarket.pl website from March 5, 2024, to June 2, 2024, or until all slots are sold out.
2. The athlete limit for the events is 150 slots. In case of reaching the limit, the Organizer reserves the right to close registrations earlier.
3. The Organizer reserves the right to invite individuals to athlete in the event after the limit is reached or after the deadline specified in point 1 of Chapter V.
4. The Organizer reserves the right to change the participant limit, with the guarantee of athlete for everyone registered before the announcement of such a change.
5. Registration is considered successful upon submitting a correctly filled registration form and payment of the current entry fee available in the registration profile for the event on the SlotMarket.pl website.
6. Confirmation of successful registration includes:
  - a. Confirmation of event [registration](#) from the SlotMarket.pl website (confirmation from the email address [contact@slotmarket.pl](mailto:contact@slotmarket.pl));
  - b. Confirmation of payment from the Przelewy24 portal;
  - c. Registration information in the Registration History on the user's SlotMarket.pl account (status: "Registered").

## VI. ENTRY FEE

1. The entry fee for participating in the event, depending on the order of payment, is as follows:
  - a. 100,00 PLN – until March 31, 2024
  - b. 125,00 PLN – until June 2, 2024
2. The entry fee must be paid through the Przelewy24 transaction service. All data provided in payments is entered on a secure encrypted page.
3. The fee must be settled during registration; otherwise, the registration will be canceled.

4. The entry fee includes pre-race athlete support (email communication and through social media channels), maintenance of servers and the event website, purchase and rental of equipment for organizing the event, race package, organization, and promotion of the event.
5. Athletes who wish to receive an invoice for the paid entry fee should select the appropriate option in the registration form and enter the required data for issuing the document. The invoice will be generated automatically after the payment is credited and will be available for download from the participant's profile on the SlotMarket.pl website.
6. The organizer does not issue paper invoices.
7. To receive an invoice after making the payment, please contact [faktery@sporteolution.pl](mailto:faktery@sporteolution.pl).
8. Invoices for individuals will be issued within three months of payment.
9. Invoices for business entities will be issued by the fifteenth of the following month after the payment is made.

## VII. RACE PACKAGE

1. As part of the event, each athlete receives:
  - a. Swim cap
  - b. Chip
  - c. Deposit bag
2. Athlete who finish the race within the time limit are entitled to a medal.
3. A athlete who transfers the race package to another person, and a person who acquires a race package without reporting this fact to the organizer, may be disqualified and suspended from participating in events organized by Sport Evolution Group sp. Z o.o. for 2 years. Additionally, a participant using another person's package will not be covered by personal accident insurance.
4. Packages not collected during the race office's working hours may be sent to the athlete upon their request via courier to the address: [poznan70.3@ironman.com](mailto:poznan70.3@ironman.com), within 7 days from the race day. Shipping costs are as follows:
  - a. Poland – 20 PLN
  - b. European Union countries – 10 EUR,
  - c. Countries outside the European Union – 50 EUR
5. The participant covers the shipping cost before the shipment is processed.

## VIII. RACE OFFICE, START LINE, FINISH LINE, DEPOSIT

### RACE OFFICE / CHECK-IN

1. The race office will be open on June 7-8, 2024.
2. The opening hours and location of the race office will be published on the event's website.

3. The athlete must check in at the race office during its opening hours.
4. Positive check-in at the race office requires presenting the registration confirmation in the form of a QR code and an identification document.
5. Race package will not be given to another person.
6. Minors are required to present a consent form from a parent or legal guardian during the race package pickup, or the parent/legal guardian will pick up the package based on the athlete's QR code. The parent/legal guardian consent form will be published on the event's website 30 days before the race.
7. The QR code necessary for check-in at the race office will be provided to the athlete a maximum of 3 days before the race to the email address provided during registration and will be published on the Slotmarket.pl portal in the athlete's account.
8. The opening hours and location of the race office may be subject to change. Such changes do not give rise to any additional claims or obligations. The exact opening hours and location of the race office will be provided on the event's website.

## START LINE

1. The start will take place at Nieporęt Port in Nieporęt at 3:00 PM in Rolling Start format.
2. The nature of the start, as well as its time and location, may be subject to change. Such changes do not give rise to any additional claims or obligations. Exact information about the start will be provided on the event's website.

## FINISH LINE

1. Only athletes who have crossed the finish line are allowed in the finish area. Upon crossing the finish line, the athlete will receive a commemorative medal.
2. Entering the finish area with a companion, an animal, or items that may pose a threat to the safety of the athlete or others is prohibited. Failure to comply with this rule may result in disqualification.

## DEPOSIT

1. The location and opening hours of the deposit will be provided on the event's website.
2. Items for the deposit will only be accepted in the deposit bags. Athletes must affix the race number sticker to the designated area on the bag at the assigned location.
3. There is no option to leave items in the deposit that are not placed in the deposit.
4. The organizer is not responsible for valuable items left in the deposit.

## IX. TRANSFER & WITHDRAWALS

In accordance with Article 38(1)(12) of the Consumer Rights Act, the athlete is not entitled to the right of withdrawal from the agreement to participate in the race.

1. In case of withdrawal from the race, the organizer will refund a portion of the entry fee according to the following schedule:
  - a. 50% of the entry fee until April 8, 2024.
  - b. 25% of the entry fee from April 9, 2024, to May 8, 2024.
  - c. From May 9 onward, the registration fee is non-refundable.
2. To withdrawal, please send an email to [warsaw70.3@ironman.com](mailto:warsaw70.3@ironman.com).
3. There is no option to transfer the entry fee to another year or event.

## X. CALSSIFICATION & RESULTS

1. The official race time is the athlete's net time. The net time will be measured from the starting line to the finish line.
2. The event will include a general classification for both women and men.
3. The results will be published on the event's website and provided to media outlets for information.
4. The winners of places I-III in the overall classification will receive commemorative statuettes.
5. In the event of absence at the award ceremony, prizes can only be collected at the Organizer's headquarters within 30 days after the conclusion of the event.
6. The Organizer reserves the right to introduce additional awards in categories of their choosing.

## XI. PERSONAL DATA PROTECTION

1. The personal data of athletes is administered by Sport Evolution Group Sp. z o.o., Jana Kochanowskiego 12/23, 01-864 Warsaw, contact regarding personal data at: [daneosobowe@sporteolution.pl](mailto:daneosobowe@sporteolution.pl).
2. The personal data of athletes will be processed for the purpose of organizing and conducting the event, determining the winner, awarding, issuing, receiving, and settling the prize, as well as other activities related to the conducted business.
3. To perform time measurement, create results, send information about the start number, and the achieved result, athlete data will be provided to the company responsible for timekeeping during the event.
4. The athlete has the right to access and correct their data. Providing personal data and giving consent to their processing is voluntary but necessary to achieve the above-mentioned purposes. Failure to provide data or lack of consent to their processing prevents participation in the competition. Please note that the given consent can be revoked at any time; however, revocation does not affect the lawfulness of data processing prior to withdrawal.

5. The processing of athlete data, in connection with participation in the event, also includes the publication of the athlete's name, year of birth, club affiliation along with the name of the place of residence—in any way the project will be published.
6. All information about participants obtained by the organizer and included in the registration form will be electronically stored and used in accordance with applicable legal regulations.
7. The organizer reserves the right to conduct interviews with each participant, take photos and film them for advertising, promotional, internet, radio-television broadcast, and other commercial purposes.
8. The organizer reserves the right to use free of charge worldwide all photos, film materials, interviews, and sound recordings depicting competition participants. They may be used by the organizer by placing them on CD-ROMs, DVDs, portable devices such as pendrives or external drives, cloud services, in catalogs, and media, on websites, in newspapers, and exhibitions, as well as for promotional and advertising purposes related to the organizer's activities.
9. The data retention period is as follows:
  - a. For data processed for the purpose of pursuing potential legal claims—until the claim is time-barred or the proceedings related to pursuing claims are concluded.
  - b. For data processed to document conducted activities and inform about them—no more than 5 years from the date of the documented event, unless the data is processed for archival purposes in the public interest.
  - c. For data processed to ensure the security of networks and IT systems—no more than 5 years from the date of registration.
  - d. For data processed based on the participant's consent—until the consent is withdrawn.
10. To withdraw consent for the processing of personal data, the participant should complete the form available at <https://slotmarket.pl/document/polityka-prywatnosci> and send it to [contact@slotmarket.pl](mailto:contact@slotmarket.pl).

## XII. COMPLAINTS

1. Complaints related to event matters should be submitted in writing along with a justification to the organizer's correspondence address, marked "Swim Series Poland by Aqua Speed - Complaint," within 7 days from the date of the event—either in person, by registered mail (postmark date determines), or to the email address: [warsaw70.3@ironmman.com](mailto:warsaw70.3@ironmman.com) with the subject "Swim Series Poland by Aqua Speed– Complaint".
2. Complaints submitted after the deadline specified in point 1 of Chapter XIII will not be considered.

3. The organizer will review complaints about the event within 60 days from the date of their receipt.
4. The Organizer's decision on complaints about the event will be final.
5. The above does not limit the Consumer's rights to pursue claims based on the absolutely applicable provisions of the law before the common courts.

### XIII. FINAL PROVISIONS

1. This regulation applies to all participants of the event.
2. The regulation is effective from March 5, 2024.
3. Each participant in the event is obligated to familiarize themselves with the regulation.
4. Lack of knowledge of the competition regulation does not exempt the participant from the rules specified by the organizer in this regulation.
5. In case of non-compliance with any point of the regulation, the athlete may be denied entry to the event or disqualified during the competition or after its event.
6. Bringing intoxicants, illegal performance-enhancing substances, and alcohol to the event venue is prohibited. Athletes are prohibited from taking such substances both before and during the event, under the threat of exclusion. In the event that a athlete is found to violate this prohibition, the organizer reserves the right to deny them participation in the event or exclude them during the event.
7. The organizer provides emergency medical care on the course and at the finish line.
8. The organizer provides water safety (WOPR) during the water competition.
9. The organizer is not responsible for items lost during the event.
10. The organizer reserves the right to change the name of the event.
11. The binding and final interpretation of this regulation belongs solely to the organizer of the event. If any provision of the regulation is partially or entirely changed, all other provisions remain valid.
12. Matters not covered by the regulation are decided by the organizer based on applicable legal regulations. The above does not limit the right to legal action in the event of a dispute.

### XIV. REGULATIONS RELATED TO FORCE MAJEURE

1. In the event of cancellation due to a pandemic or other state of threat or emergency, as well as due to factors beyond the organizer's control (so-called "force majeure"), the athlete will receive a voucher, equivalent to the paid entry fee, to be used for event held in the following year, or the participant will have the option to receive the entry fee within the timeframe specified by the organizer.

2. In the event of a change in the event date due to a pandemic or other state of threat or emergency, as well as due to factors beyond the organizer's control (so-called "force majeure"), the athlete will be transferred to the new competition date based on the agreement concluded with the organizer. The athlete will have the opportunity to apply for a refund of the entry fee within the timeframe specified by the organizer.
3. In the event of the cancellation or rescheduling of the event due to a pandemic or other state of threat or emergency, as well as due to factors beyond the organizer's control (so-called "force majeure"), money for purchased additional services will be refunded to the participant within 180 days. The purchased insurance is not subject to a refund.
4. Force majeure, within the meaning of these Regulations, encompasses all unforeseeable situations or events of an exceptional nature beyond the control of the organizer, preventing the fulfillment of any of the obligations specified in these Regulations, not resulting from the organizer's error or negligence, and remaining insurmountable despite exercising all due diligence, in particular: events of natural disasters such as floods, hurricanes, extraordinary force winds, tornadoes, earthquakes, exceptionally intense and prolonged downpours, or extraordinary and external events that could not be prevented (such as war, martial law restrictions, uprising, revolution, riots, terrorist attacks), epidemic threats, states of epidemic threat, epidemics, and states of epidemic, as well as new legal acts or decisions of administrative authorities preventing the Organizer from fulfilling its obligations. Neither the organizer nor the participants are liable for non-performance or improper performance of the provisions of these Regulations caused by force majeure.