# GENERAL TERMS & CONDITIONS NN CPC LOOP DEN HAAG – 2026 – GROUP REGISTRATIONS

### Article 1 – Definitions; applicability

- 1. In these general terms and conditions, the following definitions apply:
- a. Event: a running race that forms part of the NN CPC Loop Den Haag, organised by the Organiser in any given year.
- b. Participating Company: a company or institution that has registered a group for participation in an Event in a manner permitted by the Organiser.
- c. Group: a group of Participants registered as such.
- d. Participant: a natural person who has been registered by a Participating Company or institution, in a manner permitted by the Organiser, to take part in an Event as part of a group.
- e. Agreement: the agreement between a Participating Company or institution and the Organiser concerning the participation of Participants in an Event.
- f. Organiser: Stichting Nederland Beweegt.
- 2. These general terms and conditions apply to every Agreement.

### **Article 2 – Participating Companies; Groups**

- 1. Participating companies or institutions may be:
- a. Legal entities registered with the Dutch Chamber of Commerce.
- b. Businesses without legal personality that have been registered in the Dutch Chamber of Commerce for at least six consecutive months prior to the event day.
- c. Public-law legal entities as referred to in Article 2:1 of the Dutch Civil Code.
- 2. The Organiser may, in individual cases, permit companies or institutions that do not meet these requirements to participate.
- 3. A group may be registered for one of the following components:
- a. NN Half Marathon
- b. 10 KM run
- c. 5 KM run
- d. 2.5 KM run
- e. 1 KM run
- f. CPC4ALL
- 4. Each Participating Company or institution participates with one or more groups.
- 5. For the NN Half Marathon, 10 KM, 5 KM, 2.5 KM, 1 KM and CPC4ALL, a group consists of at least 4 participants, each completing the full distance.

# **Article 3 – Participants**

1. A Participant must have reached the minimum age set by the Organiser for the specific Event, or, in the absence of a set minimum age: 0 years for the 1 KM, 7 years for the 2.5 KM, 8 years for the 5 KM, 14 years for the 10 KM and 18 years for the Half Marathon.

- 2. A Participant may only take part in an Event if registered via the official registration form (paper or online), completed truthfully, and if the entry fee has been fully paid. Registration closes once the Organiser indicates the entry limit is reached.
- 3. The Organiser may assign Participants to various event categories (e.g., age, gender). Groups may consist of Participants from multiple categories.
- 4. Participation in an Event is strictly personal; it is not allowed to let another person participate in place of the Participant.
- 5. Participation in an Event is only permitted within the group for which the Participant has been registered.
- 6. The Participating Company or institution, nor the Participant, is allowed to transfer their rights arising from the Agreement to a third party without prior written consent from the Organiser.
- 7. After registering one or more groups, the Participating Company or institution is obliged to pay the entry fee. If a Participant or group is unable to attend, no refund of the entry fee will be given, not even partially. Any other payments based on the Agreement will also not be refunded.
- 8. If the Event cannot take place as a result of the COVID-19 crisis or a possible resurgence and new outbreaks of COVID-19, and the urgent crisis measures taken or to be taken by the competent authorities, the registrations (entry fees) and any other orders will automatically be transferred to the new date or the next edition of the Event.
- 9. If the Event cannot take place due to exceptional circumstances, no refund of the entry fee will be made. The term entry fee also includes any donation to the charity associated with the Event and any ordered extras such as medal engraving. An exception applies to an ordered T-shirt. These will not be refunded but can still be obtained by the Participant. Other expenses and costs will under no circumstances be refunded or compensated.
- 10. The Organiser may, due to exceptional circumstances, decide to terminate the Event prematurely, suspend it or neutralise it. The Organiser may also decide to modify the route or the distance to be covered. In these cases, no refund of the entry fee will be made. The last three sentences of paragraph 8 apply accordingly.
- 11. Any athlete invited by the Organiser to participate in the Event is excluded from participation as a Participant in a group.
- 12. The person responsible for the registration of the Participating Company or institution, or the group, accepts responsibility for informing all Participants about these General Terms and Conditions and the competition regulations of the Event, so that each Participant has agreed to them.

# Article 4 – Liability

- 1. Participation is at the Participant's own risk. The Organiser is not liable for any damage of whatever nature that the Participant or the Participating Company may suffer as a result of participation, unless this damage is the direct result of intent or gross negligence attributable to the Organiser. This exclusion of liability also applies to serious types of damage such as all kinds of damage resulting from injury or death.
- 2. COVID-19 is an extremely contagious virus that can lead to serious illness and death. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Being present at the Event is entirely voluntary and at the Participant's own risk and implies acceptance of the risks related to exposure to COVID-19. The Organiser is not liable in the event of infection with COVID-19 as a result of participation in or presence at the Event.
- 3. If, despite the provisions of paragraph 1 of this article, the Organiser's liability for damage suffered by the Participant or the Participating Company must be accepted, the Organiser's obligation to compensate that damage is limited to a maximum of the amount paid out by the Organiser's insurer in respect of that damage.

- 4. The Participant must be adequately insured against the risk of damage that they or their next of kin may suffer as a result of their death, injury or illness caused by participation in the Event.
- 5. The Participating Company or institution declares by registering that each Participant has declared to be aware that participation requires good health in both mental and physical terms, and has stated that they meet this requirement and that they have sufficiently prepared themselves for the Event by training and otherwise. The Participating Company declares by registering that it has explicitly and urgently advised each Participant to undergo a sports medical examination in connection with participation.
- 6. The Participating Company or institution indemnifies the Organiser against liability for damage that third parties may suffer as a result of any act or omission attributable to a Participant with regard to the Event. The Participating Company or the Participant must be adequately insured against the risk of liability for such damage.
- 7. The Participating Company or institution indemnifies the Organiser against liability for damage that the Participant may suffer as a result of participation in the Event, unless this damage is the direct result of intent or gross negligence attributable to the Organiser.
- 8. The Participating Company or institution as well as the Participant will do everything within their power to prevent damage or bodily injury to third parties.
- 9. Sponsors of the Event and the municipality or municipalities in which the Event takes place are, to the same extent as the Organiser, excluded from liability.

### Article 5 – Portrait Rights

By participating in an Event, a Participant grants permission to the Organiser and its partners for the publication of photos and other visual material taken during or around the Event in which the Participant is visible.

#### Article 6 - Personal Data

The personal data provided by the Participating Company and/or institution or a Participant will be recorded in a file by the Organiser. By participating in an Event, a Participant grants permission to the Organiser to use the personal data for sending information to the Participant and for providing the personal data to third parties for the purpose of sending information to the Participant. The Participant is entitled at any time to indicate in writing or by e-mail that they object to the sending of information by the Organiser or to the provision of personal data, after which the Organiser will stop such sending or provision. By registering in the group/team, the Participant grants permission to the Organiser to publish their name and race results, for example by means of publication in newspapers and on the internet, where applicable.

# Article 7 - Emergency Services and Health

During the Event, various emergency services are active to provide first aid or other care in the event of health problems among Participants. The Organiser reserves the right to provide data of Participants to emergency services and/or to request such data from these emergency services at the moment that care must be provided to the Participant concerned by the emergency service(s) involved. This may include personal data of the Participant themselves, the emergency contact number that can be provided for some Events, or start numbers. Emergency services include the Red Cross, ambulance, hospital, police and fire brigade.

Stichting Nederland Beweegt also reserves the right to provide Participant data to government agencies or other competent authorities for public health reasons, for example in the context of contact tracing, which is an essential part of government measures in the event of an outbreak of a disease such as COVID-19 and the fight against further spread of it, and which process must trace persons who may have come into contact with infected persons so that they go into quarantine and

possibly get tested.

## **Article 8 – Dispute Resolution**

Disputes between the Organiser and the Participant or the Participating Company will, to the exclusion of the civil court, be settled by arbitration in accordance with the arbitration regulations of the Athletics Union or, in the absence thereof, the regulations of the Netherlands Arbitration Institute. A dispute is deemed to exist if one of the parties declares that this is the case.

## Article 9 - Severability

If one or more articles of these terms and conditions are null and void or unlawful, for whatever reason, this will not affect the validity of the other parts of the terms and conditions.