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

#### **Article 1 – Definitions**

- 1. In these general terms and conditions, the following definitions apply:
- a. Event: the running event NN CPC Loop Den Haag organised by the Organiser in any given year.
- b. Participant: the natural person, not acting as an entrepreneur, who has registered in a manner permitted by the Organiser to participate in the Event.
- c. Agreement: the agreement relating to the participation of the Participant in the Event.
- d. Organiser: Stichting Nederland Beweegt.
- 2. These general terms and conditions apply to every Agreement.

### Article 2 - Participation

- 1. Participation in the Event is only possible for a natural person and registration is mandatory for all persons. The minimum age for the Half Marathon is 18 years, for the 10 KM it is 14 years, for the 5 KM it is 8 years, for the 2.5 KM it is 7 years and for the 1 KM it is 0 years.
- 2. The Participant may only take part in the Event if they have completed the registration form completely and truthfully, if the entry fee has been paid in full and if the Participant has agreed to these general terms and conditions. The Organiser reserves the right to delete registrations with falsely entered personal data at any time.
- 3. Participation in the Event is personal. It is therefore not permitted to allow another person to participate in place of the Participant.
- 4. The transfer of an Agreement to a third party is possible up to 1 day before the Event, with the Organiser's consent and against payment of an administration fee of € 3.
- 5. If a Participant is prevented by their own actions from taking part in the Event, the paid entry fee will not be refunded.
- 6. By registering, the Participant undertakes to pay the entry fee including any ordered extras and/or payments for the charity, regardless of actual participation.
- 7. If the Event cannot take place due to exceptional circumstances and an insurance policy does not provide for this, the Organiser will, within a reasonable period, still endeavour to compensate the paid entry fee and any extras for the Participant. The Organiser will inform the Participant about this as soon as possible. Exceptions to this include, among others but not exclusively: any extra purchased T-shirt and donation to the official charity in relation to the Event. These will not be compensated; the T-shirt can still be obtained by the Participant. The donation to the charity will fully benefit the charity. Other expenses and costs will in no case be reimbursed to the Participant.
- 8. On the day of the Event, 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 compensation of the entry fee and any extras will take place.
- 9. A decision by the Organiser to cancel the Event does not create any liability for reimbursement of costs incurred by the Participant other than the entry fee and the paid extras that are eligible for reimbursement under Article 2 paragraph 7.
- 10. If the Participant in the Half Marathon has taken out a cancellation arrangement when registering, they may request a refund of their already paid entry fee and any ordered extras up to and including 42 calendar days before the Event. Any payments made for the charity, Energy Lab

and the cancellation arrangement will not be refunded.

11. Requests for cancellation in the context of a cancellation arrangement that are submitted within 42 calendar days before the Event will no longer be processed.

### Article 3 – Liability

- 1. Participation is at the Participant's own risk. The Organiser is not liable for any damage of whatever nature that the Participant 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 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 Participant declares to be aware that participation requires good health in both mental and physical terms and declares that they meet this requirement and that they will have sufficiently prepared themselves for the Event by training and otherwise. The Organiser explicitly and urgently advises the Participant to undergo a sports medical examination in connection with participation in the Event.
- 6. The Participant indemnifies the Organiser against damage that third parties may suffer as a result of any act or omission attributable to the Participant with regard to the Event. The Participant must be adequately insured against the risk of liability for such damage.
- 7. 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 4 - Portrait Rights

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

### Article 5 – Personal Data

The personal data provided by the Participant will be recorded by the Organiser in a file and will be processed in accordance with the General Data Protection Regulation 2016/679 of 27 April 2016 regarding the protection of privacy in relation to the processing of personal data.

By entering into the Agreement, the Participant grants permission to the Organiser to use the personal data for sending information to the Participant and for providing the personal data to the Organiser and its partners for the purpose of sending information to the Participant. The Participant is entitled at any time to indicate in writing or by e-mail, free of charge, 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 entering into the Agreement, 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.

Emergency services and other government bodies

During the Event, various emergency services are active to provide first aid or other care in the event of health problems of the Participant. Stichting Nederland Beweegt reserves the right to provide data of the Participant 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 the Event, 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 6 – Dispute Resolution**

Disputes between the Organiser and the Participant 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 7 – 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.