

## **GENERAL CONDITIONS**

### **NAIROBI CITY MARATHON 2022 – INDIVIDUAL PARTICIPATION**

#### **Article 1 : Definitions**

1. The following definitions apply to these general conditions:
  - a. Event: a running competition, which forms part of the Nairobi City Marathon Kenya, which is organised in any given year by the Organisers.
  - b. Participant: the natural person, not acting as an entrepreneur, who has registered to participate in the Event, in a manner permitted by the Organiser.
  - c. Agreement: the agreement relating to participant's participation in the Event.
  - d. Organiser: Golazo Right-Here.

These general conditions apply to all Agreements

#### **Article 2 : Participation**

1. Participation in the Event is only possible for a natural person and registration is mandatory for all persons.
2. The Participant may only take part in the Event provided that he or she has completed the appropriate registration form fully and truthfully, the registration fee is paid in full and the participant agrees with the general conditions. The Organiser reserves the right at all times to remove registrations with false personal data.
3. The Participant shall personally take part in the Event. In other words, it is not allowed to have another person participate in the Event on behalf of the Participant.
4. In the event a Participant is unable to participate in the Event, the registration fee paid will not be refunded.
5. Upon registration, the Participant is obliged to pay the registration fee regardless of whether the Participant will actually participate.
6. If the Event cannot go ahead due to exceptional circumstances, the Organizer will, if not covered by insurance, within a reasonable period, endeavor to compensate the Participant for the registration fee received and any extras paid. The Organizer will inform the Participant as soon as possible. Other expenses, costs, etc. will not be reimbursed to the Participant under any circumstances.
7. On the day of the Event: The Organizer may decide to terminate, suspend or neutralize the Event due to exceptional circumstances. The Organizer may also decide, based on exceptional circumstances, to change the route or distance to be covered. In such cases, no compensation of the registration fee and any extras will take place.
8. A decision by the Organizer to cancel the Event does not create liability for reimbursement of the costs incurred by the Participant, other than the entry fee and the extras paid, which are eligible for reimbursement under Article 2.6.

#### **Article 3 : Liability**

1. Participation is at own risk. The Organiser shall not be liable for any damage whatsoever, which the Participant may suffer as a result of Participation, unless this damage is a direct result of wilful or gross neglect attributable to the Organiser. This exclusion of liability also

applies to damages of a severe nature, such as all possible losses as a result of injury or death.

2. COVID-19 is a highly 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. Attendance at the Event is entirely voluntary and at the Participant's own risk, and constitutes acceptance of the risks related to exposure to COVID-19. The Organizer is not liable in the event of contracting COVID-19 contamination as a result of participating in or attending the Event.
3. If, despite the provisions of the first paragraph of this article, the Organizer's liability for damage caused to the Participant must be assumed, the obligation of the Organizer to compensate for such damages is limited to the maximum amount the insurer of the Organizer will pay for such damages.
4. The Participant must be adequately insured against the risk of loss, which the Participant or a next of kin may suffer as a result of his or her death, injury or illness resulting from participating in the Event.
5. The Participant declares to be aware of the fact that participation requires both mental and physical fitness and declares to meet this requirement as well as having prepared adequately for the Event through training and in other ways. The Organizer expressly advises each Participant to undergo a sports medical examination in connection with his or her participation in the Event.
6. The Participant shall indemnify the Organizer for any damages third parties may suffer as a result of the Participant's actions or omissions relating to the Event. The Participant shall be adequately insured against the risk of liability for such loss.
7. On the same basis as the Organizer, sponsors of the Event and the counties in which the Event takes place are excluded from liability.

#### **Article 4 : Portrait Right**

The Participant grants permission to the Organizer and its partners to publish photographs and images and similar material prior, during and after the Event in which the Participant is recognisable.

#### **Article 5 : Personal Data**

##### *Organizer*

The personal data provided by the Participant will be included in a file by the Organizer and will be processed in accordance with the Data protection Act (N0. 24 of 2019) regarding the protection of privacy with respect to data processing.

By entering into the Agreement, the Participant grants the Organizer permission to use the personal data for sending information to the Participant and for providing the personal data to the Organizer and its partners to send information to the Participant. The Participant is at all times allowed to indicate in writing or by e-mail, free of charge, that he objects to the sending of information by the Organizer or the provision of personal data, whereupon the Organizer will cease to send or provide such information. By entering into the Agreement, the Participant grants the Organizer permission to publish his name and competition results, for example through publication in newspapers and via the Internet.

### *Emergency services and other government agencies*

During the Event, various emergency services will be active to provide first aid or other care in case of health problems of the Participant. The Organizer reserves the right to provide information about the Participant to the emergency services and/or to request this information from the emergency services at the time that care needs to be provided to the Participant in question by the emergency service(s) concerned. Think of personal data of the Participant and the emergency number that can be given at the Event, or start numbers. Emergency services are understood to be, ambulances, hospital, police, and fire department.

The Organizer also reserves the right to supply data about the Participant to government agencies or other authorized bodies for public health reasons, for example in the context of source and 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 control of its further spread, and which process must trace persons who may have come into contact with infected persons so that they can be quarantined and possibly tested.

### **Article 6 : Settlement of Disputes**

Any disputes between the Organiser and the Participant will be settled outside of court through arbitration in accordance with the Arbitration Rules of the Arbitration Rules of the Chartered Institute of Arbitrators (United Kingdom) Kenya Chapter. A dispute is deemed to exist if one of the two parties' states that this is the case

### **Article 7 : Validity of Provisions**

If one or more articles of these conditions would be invalid or illegal, for whatever reason, this shall not affect the validity of the other conditions of these conditions.

## **GENERAL TERMS AND CONDITIONS**

### **NAIROBI CITY MARATHON 2022 - GROUP REGISTRATIONS & BUSINESS RUN**

**(Registrations before 8<sup>th</sup> May 2022 )**

### **Article 1 : Definitions**

1. The following definitions apply to the general conditions:
  - a. Event: a running competition, which forms part of the Nairobi City Marathon Kenya event, which is organized in any given year by the Organisers.
  - b. Participating Company: a company or institution which 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 for participation in an Event as a member of a group.
  - e. Agreement: the agreement between a Participating Company or institution and the Organiser relating to the participation of Participants in an Event.
  - f. Organiser: Golazo Right-Here.
2. These general conditions apply to all Agreements

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

1. Participating Companies or institutions can be:
  - a. legal persons who are duly incorporated by the Registrar of Companies.
  - b. companies, not being legal persons, which for more than six months immediately preceding the day of the competition have been continuously registered by the Registrar of Companies.
2. The Organiser may decide in individual cases to allow companies or institutions that do not meet the aforementioned requirements to participate.
3. A group may be registered for one of the following events:
  - a. 42 KM
  - b. 21 KM
  - c. 10KM City Marathon
  - d. 5 KM Fun Run
4. Each Participating Company or institution will participate with one or more groups.

## **Article 3 : Participation**

1. A Participant may only participate in an Event if he has been registered by a Participating Company or institution using a relevant registration form that is completed truthfully and in full, or electronically using the registration form completed truthfully and in full on the website of the Organiser, and if the registration fee has been paid in full. Registration for an Edition of the Event will not be possible after the Organizer has closed the registration for that Edition.
2. The Organiser shall, if applicable to Nairobi City Marathon, classify the Participants in the various categories applicable to the Event, based on age and gender, according to the situation on the Competition Day. A group may consist of Participants from multiple categories. If applicable.
3. Participation in an Event is made by the Participant personally. It is therefore not permitted to let another participate in an Event instead of the Participant.
4. The participation in an Event is made by the Participant exclusively in the group for which he is registered.
5. Neither the Participating Company nor institution nor the Participant is permitted to transfer its rights under the Agreement to a third party without the prior written approval of the Organiser.
6. After registration of one or more groups, the Participating Company or institution is obliged to pay the registration fee. If a Participant or a group is unable to participate in the Event, the registration fee paid will not be refunded, not even partially. Other payments under the Agreement are also non-refundable.

7. If the Event cannot take place due to the COVID-19 crisis or a possible resurgence and possible new outbreaks of COVID-19, and the urgent crisis measures that the competent authority has already taken and may take with regard to COVID-19, the registrations (the registration fee) and any other orders will automatically be transferred to the new date or the next edition of the Event.
8. If the Event cannot take place due to exceptional circumstances, there will be no refund of the registration fee.
9. The Organiser may decide to terminate, suspend or neutralize the Event prematurely based on exceptional circumstances. The Organiser may also decide, based on exceptional circumstances, to change the route to be walked or the distance to be covered. In such cases, there will be no refund of the registration fee. The last three sentences of paragraph 8 apply.
10. Any athlete invited by the Organiser to participate in the Event is excluded from participating as a Participant.
11. The person responsible for the registration of the participating company or institution, or the group, assumes the responsibility to draw the attention of all Participants to the General Conditions and the competition rules of the Event. So that every Participant of the Event has declared to agree with them.

#### **Article 4 : Liability**

1. Participation is at its own risk. The Organiser shall not be liable for any damage whatsoever, which the Participant or the Participating Company may suffer as a result of Participation unless this damage is a direct result of wilful or gross negligence attributable to the Organiser. This exclusion of liability also applies to damages of a severe nature, such as all possible losses as a result of injury or death.
2. COVID-19 is a highly 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. Attendance at the Event is entirely voluntary and at the Participant's own risk, and constitutes acceptance of the risks related to exposure to COVID-19. The Organizer is not liable in the event of contracting COVID-19 contamination as a result of participating in or attending the Event.
3. If despite the provisions of the first paragraph of this article, the Organiser's liability for damage caused to the Participant or the Participating Company must be assumed, the obligation of the Organiser to compensate for such damages is limited to the maximum amount the insurer of the Organiser will pay for such damages.
4. The Participant must be adequately insured against the risk of loss, which the Participant or a next of kin may suffer as a result of his or her death, injury, or illness resulting from participating in the Event.
5. The Participating Company or institution declares by registration that each Participant has declared himself familiar with the fact that participation requires good health in both a mental and physical sense, and has declared that he meets this requirement and that he has adequately prepared himself for the Event by training and otherwise. The Participating Company declares by registration that it has expressly 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 damages suffered by third parties as a result of an act or omission attributable to a Participant concerning the Event. The Participating Company or institution must be adequately insured against the risk of liability for such damages.

7. The Participating Company or institution indemnifies the Organiser against liability for damage that the Participant may suffer as a result of his participation in the Event unless such 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, shall do everything within its power to prevent damage or physical injury to third parties.
9. On the same basis as the Organiser, sponsors of the Event, and the municipalities in which the Event takes place are excluded from liability.

#### **Article 5 : Portrait Rights**

The Participant grants permission to the Organizer and its partners to publish photographs and images and similar material prior, during, and after the Event in which the Participant is recognizable.

#### **Article 6 : Personal Data**

##### *Organizer*

The personal data provided by the Participating Company e/o institution or a Participant will be included in a file by the Organizer.

By entering into the Agreement, the Participant grants the Organizer permission to use the personal data for sending information to the Participant and for providing the personal data to the Organizer and its partners to send information to the Participant. The Participant is at all times allowed to indicate in writing or by e-mail, free of charge, that he objects to the sending of information by the Organizer or the provision of personal data, whereupon the Organizer will cease to send or provide such information. By entering into the Agreement, the Participant grants the Organizer permission to publish his name and competition results, for example through publication in newspapers and via the Internet.

##### *Emergency services and other government agencies*

During the Event, various emergency services will be active to provide first aid or other care in case of health problems of the Participant. The Organizer reserves the right to provide information about the Participant to the emergency services and/or to request this information from the emergency services at the time that care needs to be provided to the Participant in question by the emergency service(s) concerned. Think of personal data of the Participant and the emergency number that can be given at the Event, or start numbers. Emergency services are understood to be the Red Cross, ambulance, hospital, police, and fire department.

The Organizer also reserves the right to supply data about the Participant to government agencies or other authorized bodies for public health reasons, for example in the context of source and 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 control of its further spread, and which process must trace persons who may have come into contact with infected persons so that they can be quarantined and possibly tested.

#### **Article 7 : Settlement of Disputes**

Any disputes between the Organiser and the Participant or the participating company will be settled outside of court through arbitration following the Arbitration Rules of the Arbitration Rules

of the Chartered Institute of Arbitrators (United Kingdom) Kenya Chapter. A dispute is deemed to exist if one of the two parties' states that this is the case.

**Article 8: Validity of Provisions**

If one or more articles of these conditions would be invalid or illegal, for whatever reason, this shall not affect the validity of the other conditions of these conditions.