



## LAKE GARDA 42 conditions of participation

Last updated 29.09.2021

### 1. Scope and validity

- 1.1. The organizer of LAKE GARDA 42 is COMUNICO ITALIA SSD a RL, Via del Forte 28, 38121 Martignano Trento (hereinafter also the "organizer").
- 1.2. These conditions of participation regulate the organization contract between the participants in a LAKE GARDA 42 competition ("participants") and the organizer. Occasionally, the organizer may make changes to the conditions of participation for legitimate reasons, for example for legal and regulatory reasons and to improve the organizational processes and quality of the LAKE GARDA 42 event. If the organizer makes changes to the conditions of participation that could affect the ongoing contractual relationship between the participants and the organizer, the organizer will inform the participants in advance according to the circumstances, for example by displaying a conspicuous message or by the organizer sending the participants an email. This notification will contain information about the planned changes and the right of participants to object to these changes, as well as where to send the objection and what the consequences are if participants do not object. The changes are considered accepted if the participants do not reject them within 30 days.
- 1.3. By submitting the order via enternow.it, a binding order for registration for a LAKE GARDA 42 competition is submitted. However, a contract for participation in a LAKE GARDA 42 competition is only concluded with the express declaration of the organizer. Timing Data Service Srl acts as a representative of the organizer and is authorized by the organizer to receive and submit corresponding declarations. A contract is only concluded between the participant and the organizer.
- 1.4. All declarations made by a participant to the organizer must be sent to COMUNICO ITALIA SSD a RL, Via del Forte 28, 38121 Martignano Trento.

### 2. Participation

- 2.1. LAKE GARDA 42 is an officially announced run of the CSI. Participation is open to all runners who will reach the age of 20 in 2022 (the age of 18 in the half marathon) and meet one of the following requirements:
  - 2.1.1. runners with residence in Italy
    - 2.1.1.1. should be a member of the CSI, Athletics discipline (ATL code) or in possession of another valid membership card in accordance with the applicable convention between CSI and FIDAL (FIDAL card or RunCard).

2.1.1.2. should be members of another sports promotion association (UISP, CSEN, US ACLI, AICS, etc.) who can show an EPS Runcard or submit an application for the issue of a CSI Free Sport (FS) card, which is valid for the duration of the event and includes insurance coverage (insurance conditions at [https://www.csi-net.it/p/3562/le\\_assicurazioni\\_csi](https://www.csi-net.it/p/3562/le_assicurazioni_csi)).

2.1.1.3. who are "free" athletes, i.e. athletes who do not fall into one of the categories mentioned in points 2.1.1.1 and 2.1.1.2, resident in Italy and in possession of a valid medical health certificate for athletics, must request and pay (€2) during the online registration the Free Sport (FS) card of the CSI Centro Sportivo Italiano.

2.1.2. runners from abroad

2.1.2.1. should be foreign athletes who are members of a club affiliated with the WA (formerly IAAF) and in possession of a sports association card and a self-declaration, which guarantees compliance with the health regulations of their own country with regard to certification for competitive sports.

2.1.2.2. "free" athletes, without Italian residence, have to apply and pay (€2) for a Free Sport (FS) card and have to present a medical certificate (also issued in their country of origin). This certificate must comply with the diagnostic tests required by Italian law to be able to participate in sporting activities: exercise ECG, spirometry test, urine test, measurement of blood pressure at rest and under stress, personal and family history.

**ATTENTION: Every athlete (except for the cases provided in point 2.1.2.1.) must present a copy of the health certificate to the organizer. The copy must be presented in accordance with the original document in the context of criminal responsibility.**

2.2. All documents must be valid on the day of the race and must be available to the organizer when the starting documents are handed out by April 2, 2022 at the latest.

2.3. Attention: The starting places are limited to 3,000. The registrations will be considered in the order of receipt of payment.

2.4. By registering, participants agree to these event regulations. This also applies if the registration is made by a representative.

2.5. Participation in the LAKE GARDA KIDS Run is possible up to and including 12 years of age. For this, the registration via the legal guardian is required.

3. Scope of service

3.1. When participating in a LAKE GARDA 42 competition, the following services are included in the registration fee:



- 3.1.1. Service package (see homepage)
    - 3.1.2. The services must be received in person during the event. There is no entitlement to subsequent receipt or delivery.
  - 3.2. The starting documents are only issued on presentation of the registration confirmation and an identity card on site.
4. Registration fees and payment processing
  - 4.1. The prices stated on the details page of the respective LAKE GARDA 42 competition apply.
  - 4.2. Participation in the LAKE GARDA 42 is a highly personal right and in principle not transferable. This does not apply to registration changes or a transfer of the starting place to another person. A name change is possible and free of charge until March 31, 2022. Subsequently, a processing fee of €10.00 is due.

Distance registration changes are possible under the following conditions:

    - 4.2.1. The distance registration change must be made online or in writing.
    - 4.2.2. If you change your registration to a route with a lower entry fee than the original registration fee, there is no entitlement to a refund of the difference. A change of registration is free until March 31, 2022. Subsequently, a processing fee of €10.00 is due.
    - 4.2.3. If you change your registration to a route with a higher entry fee than the original registration fee, the respective difference is due. A change of registration is free until March 31, 2022. Subsequently, a processing fee of €10.00 is due.
  - 4.3. If a participant does not appear at the start, there is no right to claim a refund of the registration fee. There is no right of withdrawal.
  - 4.4. A refund of the registration fee or a postponement of the right to start to the following year is only possible in case of a complete cancellation of the LAKE GARDA 42, as far as the cancellation is the responsibility of the organizer or an official approval is not granted due to the current Covid-19 pandemic.
  - 4.5. The organizer commissions Timing Data Service Srl to handle and collect the registration fees. Payment of the registration fee shall be made to Timing Data Service Srl. The participant's payment to Timing Data Service Srl releases the organizer from any debt.
5. Safety measures / instructions from the organizer
  - 5.1. The organizer will notify the participants of organizational measures before the start of the event. The instructions of the organizer and his appropriately identified staff must be followed. In the event of violations that disrupt the proper course of the event or endanger the safety of the

other participants, the organizer is entitled to exclude the person concerned from the event and / or disqualify them at any time. Legally binding declarations can only be made to the participants by the group of persons authorized to do so by the organizer.

6. Rights of use / personal privacy rights consent

6.1. The participant agrees that recordings (e.g. pictures / photographs, videos or other media) may be made of him within the framework of the LAKE GARDA 42 and that these may be used by the organizer without restrictions in terms of content, time and space.

6.2. The consent extends to all currently known and unknown types of use; in particular, the digitization, duplication, distribution, exhibition, demonstration, broadcasting, making available to the public and public reproduction through image / sound / data carriers. The organizer is permitted to exploit the recordings commercially (advertising and marketing purposes) and editorially via fixed and mobile communication networks and means, including all digital and analogue transmission and retrieval technologies; in particular via cable, radio, fixed and mobile satellite networks and microwaves, all known and future transmission methods (e.g. WAN, LAN, WLAN, broadband, FM, GSM, GPRS, EDGE, UMTS, HSDPA, HSUPA and DVB-T and DVB-H), transmission protocols and languages (e.g. TCP-IP, IP, HTTP, WAP, HTML, c-HTML and XML) and including reproduction on any type of receiver, such as in particular stationary, mobile and ultra-mobile computers, television sets, set-top boxes, (hard disk) video recorders, mobile phones, Mobile Digital Assistants (MDA), Personal Digital Assistants (PDA) and Mobile Internet Devices (MID). The recordings may therefore be used both digitally and analogously in all suitable media (online use of any kind, any print use, TV, cinema, theater, videograms (CD, DVD, etc.) and stored in databases. Comunico Srl also licenses the right of sub-licensing to third parties.

6.3. The recordings may be edited or redesigned while respecting the participant's personal privacy rights (e.g. montage, combination with pictures, texts or graphics, alienation of the photo, coloring).

7. Privacy policy

7.1. The organizer uses the data provided by the participants in accordance with the provisions of the applicable data protection law. The data required for participation will be saved and passed on to service providers commissioned by the organizer (see 7.2) to the extent necessary. Address data are also collected and processed for our own marketing purposes. For third-party marketing purposes, only those data are passed on for which this is legally permitted.

7.2. To achieve the purpose of the contract, the organizer will use sub-service providers (e.g. for the purpose of time measurement, creating lists of results, and posting these lists on the Internet). If legally required, the

organizer has concluded an agreement with these sub-service providers for order processing within the meaning of Art. 28 GDPR.

7.3. The participant's surname, first name, nationality, photos of the results, age group, possibly club and result (placement and times) are processed to display results lists. The lists of results are available to everyone on the Internet at [www.lakegarda42.com](http://www.lakegarda42.com).

## 8. Liability exclusion

8.1. Participation in the LAKE GARDA 42 competitions is at your own risk. The organizer assumes no liability for damage, with the exception of those mentioned in Section 8.2. This also applies to accidents, lost clothing and other items.

8.2. The organizer is liable for damages – regardless of the legal reason – within the scope of fault liability in the event of willful intent and gross negligence. In the event of simple negligence, the organizer shall only be liable

8.2.1. for damages resulting from injury to life, body or health,

8.2.2. for damages resulting from the violation of an essential contractual obligation (obligation whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely); in this case, however, the organizer's liability shall be limited to compensation for the foreseeable, typically occurring damage.

8.3. The limitations of liability resulting from Section 8.2 also apply in the event of breaches of duty by or in favor of persons for whom the organizer is responsible according to statutory provisions.

8.4. By registering for the LAKE GARDA 42, the participant declares that there are no health concerns against his or her participation.

8.5. The organizer has concluded a legal liability as part of an organizer's liability insurance.

## 9. Contract conclusion

9.1. This contract takes effect when you register for a LAKE GARDA 42 competition and ends automatically when the respective competition is over.

9.2. The contract can be terminated in writing with four weeks' notice to the end of the month. If this happens before the respective competition, the participant will be automatically canceled, but his entry fee will not be refunded.



9.3. The contract language is German. These conditions of participation are offered in German, Italian and English.

10. Final provision

10.1. If a regulation of these conditions of participation is partially or completely ineffective or unenforceable or if there is a loophole, this shall not affect all other regulations of the conditions of participation.