



X-BIONIC LAKE GARDA 42 conditions of participation

Last updated 20.09.2022

1. Scope and validity

- 1.1. The organizer of X-BIONIC 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 X-BIONIC 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 X-BIONIC 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 race result AG, a binding order for registration for a X-BIONIC LAKE GARDA 42 competition is submitted. However, a contract for participation in a X-BIONIC LAKE GARDA 42 competition is only concluded with the express declaration of the organizer. TimeMotion Timing + Event GmbH 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. X-BIONIC LAKE GARDA 42 is a race scheduled on the FIDAL (Federazione Italiana Di Atletica Leggera) National Calendar. Participation is open to all runners who will reach the age of 20 in 2023 (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. Athletes registered with clubs affiliated to FIDAL or with foreign federations affiliated to World Athletics, or
 - 2.1.1.2. Athletes in possession of a Runcard (www.runcard.com) or athletes who are members of a Sports Promotion Organisation (Sect. Athletics), in possession of a valid Runcard-EPS, limited to persons of 20 years of age.
 - 2.1.2. runners from abroad
 - 2.1.2.1. Athletes registered with Foreign Federations affiliated to World Athletics,
 - 2.1.2.2. Athletes in possession of a valid Runcard on the day of the event.
 - 2.1.2.3. Athletes not registered in Italy and without a medical certificate who sign the [liability exclusion form](#) may participate in the non-competitive race. The list of results will only be announced in alphabetical order and there will be no award ceremony or prize-giving.
- 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 25.03.2023 at the latest.
- 2.3. By registering, participants agree to these event regulations. This also applies if the registration is made by a representative.
- 2.4. Participation in the X-BIONIC LAKE GARDA KIDS Run is possible up to and including 12 years of age. For this, the registration via the legal guardian is required.
- 2.5. The following are not allowed to take part in the race:
 - 2.5.1. Registered athletes in possession of a RUNCARD Mountain & Trail;
 - 2.5.2. Athletes who are members of clubs affiliated with Sports Promotion Bodies recognised by CONI, not affiliated with FIDAL;
 - 2.5.3. Athletes registered with other Sports Federations (for example: Triathlon, cycling, etc.);
 - 2.5.4. Athletes with "hand bikes", prams, pushchairs or other wheeled vehicles.

IMPORTANT:

- ✓ Italian citizens registered at A. I. R. E. are to be considered residents abroad;
- ✓ The medical certificate must be marked 'athletics'. Certificates with the wording 'running', 'running', 'march', 'marathon', 'triathlon', 'half marathon', etc. are not valid for participation;
- ✓ Participants in events may be subject to doping controls. They are also subject to the provisions of Article 25 of the FIDAL Rules, if they are already subject to disciplinary suspension.

3. Scope of service

- 3.1. When participating in a X-BIONIC LAKE GARDA 42 competition, the following services are included in the registration fee:
 3.1.1. Service package (see homepage)

4. Race package Pick-up

- 4.1. The starting documents are only issued on presentation of the registration confirmation and an identity card on site.
- 4.2. The services must be received in person during the event. There is no entitlement to subsequent receipt or delivery.
- 4.3. Race bibs and race packs may also be collected by third parties with a written proxy, a letter of confirmation from the delegating party and a photocopy of a valid identity document.

5. Registration fees and payment processing

	Until 15 August 2022 „Early Bird“	Until 30 November 2022 „Pre Regular“	Until 31 January 2023 „Regular“	From 1 February 2023 „Last Minute“
LG 42	45 €	53 €	63 €	73 €
LG 21	35 €	43 €	53 €	63 €
KIDS RUN	5 €	5 €	5 €	5 €

- 5.1. Participation in the X-BIONIC 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 19, 2023. Subsequently a processing fee of €10.00 is due.

- Distance registration changes are possible under the following conditions:
 5.1.1. The distance registration change must be made online by sending an email to info@lakegarda42.com .

- 5.1.2. 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 19, 2023. Subsequently a processing fee of €10.00 is due.
- 5.1.3. 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 19, 2023. Subsequently a processing fee of €10.00 is due.
- 5.2. 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.
- 5.3. 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 X-BIONIC 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.
- 5.4. The organizer commissions TimeMotion Timing + Event GmbH to handle and collect the registration fees. Payment of the registration fee shall be made to TimeMotion Timing + Event GmbH. The participant's payment to TimeMotion Timing + Event GmbH releases the organizer from any debt.
- 6. Safety measures / instructions from the organizer**
- 6.1. 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.
- 7. Rights of use / personal privacy rights consent**
- 7.1. The participant agrees that recordings (e.g. pictures / photographs, videos or other media) may be made of him within the framework of the X-BIONIC LAKE GARDA 42 and that these may be used by the organizer without restrictions in terms of content, time and space.
- 7.2. 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.

7.3. 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).

8. Privacy policy

8.1. 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.

8.2. 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.

8.3. 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.

9. Liability exclusion

9.1. Participation in the X-BIONIC 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.

9.2. 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

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



- 9.2.2. 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.
- 9.3. 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.
- 9.4. By registering for the X-BIONIC LAKE GARDA 42, the participant declares that there are no health concerns against his or her participation.
- 9.5. The organizer has concluded a legal liability as part of an organizer's liability insurance.

10. Contract conclusion

- 10.1. This contract takes effect when you register for a X-BIONIC LAKE GARDA 42 competition and ends automatically when the respective competition is over.
- 10.2. 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.
- 10.3. The contract language is Italian. These conditions of participation are offered in German, Italian and English.

11. Final provision

- 11.1. 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.