



# General terms and conditions for races arranged by Gothenburg Athletic Association.

# 1. GENERAL

These general terms and conditions ("Terms and Conditions") apply between you and Gothenburg Athletic Association for races arranged by Gothenburg Athletic Association. The terms "Gothenburg Athletic Association", "we", "our", "ours" and "us" mean Gothenburg Athletic Association, registration number 857202-2799, Box 12174, 402 42 Gothenburg, Sweden, which, among other things, arrange Göteborgsvarvet Half Marathon.

By registering (yourself or through another) to any of the races we arrange (the "Race(s)") you accept our from time to time applicable Terms and Conditions.

# 2. REGISTRATION FOR RACES

General information regarding registration

You can register for our Races on our website <a href="www.2024wmac.com">www.2024wmac.com</a> (the "Website") where you can also find information regarding possible choices, prices and payment options. These Terms and Conditions are also available on the Website at any time. We may not be held accountable for any printing or typing errors on the Website. We may further not be held liable if starting places are sold out.

To register for a Race, you need be at least 18 years of age. If you are under 18 years of age, you must have the consent of a parent or legal guardian. To participate in Göteborgsvarvet or Göteborgsvarvet Marathon you must be at least 17 years of age. In the event you register someone other than yourself to the Race, you





are responsible for and ensure that this person reads and accepts our applicable Terms and Conditions.

When registering you need to provide your name, personal identification number, address, telephone number and email address. By submitting the registration, you certify that the information that you submit about yourself and any other persons that you register is true and correct. Before submitting your registration, we therefore ask you to carefully review and ensure that the information included in your registration is correct.

# The registration is binding

By finalizing your registration and paying the registration fee through any of the payment options available (see section 3 below) you enter into a binding agreement with us.

When you register for a Race by way of using a value code ("Value Code") or if you are registered through a group registration ("Group Registration"), the registration is completed at the point of registration, whereby a binding agreement arises between you and us. Please note that if you have registered by using a Value Code or if you have been registered as part of a Group Registration, certain specific terms and conditions apply to you. In particular, note the exception regarding transfer of starting places in section 13 below.

# Seeding – Göteborgsvarvet Half Marathon

If you buy a starting place for (i) Göteborgsvarvet Half Marathon no later than seven days before the date of the scheduled Race, or (ii) Göteborgsvarvet Marathon 2023 no later than seven days before the scheduled Race, we guarantee that you are placed into a starting group based on the regular seeding rules. If you buy a starting place at a later time than the time stated in the previous sentence, you will be placed into a starting group based on the regular seeding rules subject to availability, and otherwise in the next starting group with available space. The regular seeding rules are available on our Website. However, if you have registered for





Göteborgsvarvet's charity group you will not be placed further back than in starting group 12. If you have registered for wheelchair-bound participation you will be placed in starting group 11 or better based on the regular seeding rules. However, a wheelchair-bound participant cannot participate in competition class (Sw. "tävlingsklass").

# Wheelchair-bound participation in Göteborgsvarvet

We allow wheelchair-bound participation in Göteborgsvarvet and Göteborgsvarvet Marathon, as well as in our seeding races before Göteborgsvarvet. Wheelchair-bound participation means a participant who uses a wheelchair. Participation in racing wheelchairs is not allowed. Further requirements regarding the wheelchair may be provided in connection with the registration for the specific race. It is optional to bring an accompanying person (Sw. "Ledsagare"). An accompanying person may participate in the race free of charge.

# 3. PAYMENT

We offer the payment service Swedbank Pay where you can complete your payment via card, Swish, invoice or credit. To use the service, you may need to accept Swedbank Pay's general terms and conditions applicable for the payment method you have chosen.

- Swedbank Pay's Terms and Conditions for Credit
- Swedbank Pay's Terms and Conditions for Invoice

If you have registered for a Race by using a Value Code or if you have been registered through a Group Registration, the abovementioned terms and conditions regarding payment do not apply and the payment is instead completed by the individual or company that provided you with the Value Code or made the Group Registration.

Please note that we report all frauds and false orders.

# 4. CONFIRMATION





When your registration has been registered in our system, a booking confirmation will be sent to you via the e-mail address you have provided.

Please review and ensure that the information in the booking confirmation is correct. If any information is incorrect, please contact us at contact@2024wmac.com.

If you have not received your booking confirmation within a week from the date of your payment, please contact us via the e-mail address provided above.

# 5. RIGHT OF WITHDRAWAL ETC.

You can withdraw your registration for the Race for up to 24 hours after your registration.

After 24 hours you can no longer withdraw your registration, as the right of withdrawal according to The Distance and Off-Premises Contracts Act (2005:59) does not apply to sporting events on a specific day or during a specific period of time. If you have a cancellation insurance, you should contact the insurance company directly.

# 6. OUR RESPONSIBILITY

We are not responsible for any damages arising as a result of a violation of these Terms and Conditions.

By accepting these Terms and Conditions, you agree that you participate in the Race at your own risk and that we are not responsible for any injury you can possibly suffer by participating in the Race. We are further not responsible for any damages that may occur to clothing or technical equipment that you wear during the Race. Neither are we responsible for forgotten clothing or equipment.





Please note that there is a time limit for the completion of each Race. We reserve the right to end a Race with reference to such a time limit before you have crossed the finish line.

# 7. YOUR OBLIGATIONS

You are responsible for ensuring that your login information for your account on the Website is safely kept and not disclosed to any other person.

Your starting place in the Race is personal and you may not let anyone else run the Race in your name or in your place.

Notwithstanding what is stated under "Wheelchair-bound participation" under section 2 above, it is not permitted to participate in our races with wheels or any other aids such as for example wheelchairs, hand bikes, bicycles, inline skates, baby carriages and poles, unless otherwise expressly stated by us in connection with your registration.

# 8. CANCELLED, CHANGED OR MOVED RACE

Due to runner's safety and health, due to denied official permits or due to events beyond our control

Our ambition is of course to arrange the Race on the scheduled day and in the intended manner. However, certain situations may arise which could mean that the Race cannot, or is not permitted to, be organized as intended. We therefore reserve the right to, in the following cases, cancel the Race, change the course, change the date or starting time for the Race and/or change other conditions regarding the arrangement of the Race; due to circumstances beyond our control, including but not limited to natural disaster, war, pandemic or any other serious spread of disease, government action or omission, new or amended legislation, conflict on the labour market, blockade, fire, flood, major accident or other similar events,





- a) due to circumstances beyond our control, including but not limited to natural disaster, war, pandemic or any other serious spread of disease, government action or omission, new or amended legislation, conflict on the labour market, blockade, fire, flood, major accident or other similar events,
- b) if we or a government authority assess that it is necessary for your and other participants' safety or health, or
- c) if we are not granted the official permits which are necessary in order for us to be able and allowed to arrange the Race.

Please note that we, apart from what is stated below, do <u>not</u> have any obligation to refund the registration fee – in full or in part – or to pay any other damages or other compensation in case we need to cancel the Race, change the course, change the date or starting time for the Race and/or change other conditions regarding the arrangement of the Race, if this happens due to any of the circumstances set forth in clauses a) – c) above.

# - If the Race is moved

If we need to move the date of the Race due to any of the circumstances set forth in clauses a) -c) above, we have the right to move your starting place to the new date for the Race, and you are not entitled to any refund of the registration fee or any other compensation or reimbursement due to such decision.

# - If the number of participants is reduced

If the maximum number of participants in the Race has to be reduced due to any of the circumstances set forth in clauses a) -c) above, the starting places will be distributed in the order in which the registrations were confirmed by us, i.e. based on the time of the booking confirmation. If a reduction in the number of participants results in you no longer being included in the current quota of starting places, we reserve the right to move your starting place to the next arrangement of the subject Race and you are not entitled to any refund of the registration fee or any other compensation or reimbursement due to such decision.





#### - If the Race is cancelled

If the Race needs to be cancelled due to any of the circumstances set forth in clauses a) – c) above, you are entitled to a refund of your registration fee in accordance with what is set forth below. The total amount of the refund you are entitled to, if a Race is cancelled due to any of the clauses a) – c) above, is based on (i) the date of the decision to cancel the Race, and (ii) the scheduled date for the Race at the time of such decision:

- 1) if the Race is cancelled more than 180 days before the scheduled date for the Race, you are entitled to a refund of 100 % of the registration fee,
- 2) if the Race is cancelled 91 180 days before the scheduled date for the Race, you are entitled to a refund of 50 % of the registration fee,
- 3) if the Race is cancelled 30 90 days before the scheduled date for the Race, you are entitled to a refund of 25 % of the registration fee,
- 4) if the Race is cancelled less than 30 days before the scheduled date for the Race, you are not entitled to any refund of the registration fee but will instead be given the choice to move your starting place to the next upcoming arrangement of the subject Race.

You are not entitled to any additional refund, compensation or reimbursement in the event of a cancelled Race, other than what is stated above.

Any refund of the registration fee according to the paragraph above will be issued no later than 30 days after you have been notified of our decision to cancel the Race.

# 9. SPECIFICALLY REGARDING COVID-19

Cancelled, changed or moved Race due to Covid-19

It is uncertain whether the organization and arrangement of the Race will be wholly or partially affected by Covid-19 and by the





laws, rules, restrictions and government decisions made due to Covid-19. We therefore reserve the right to change the course of the Race, the date or starting time for the Race and/or change other conditions regarding the organization and arrangement of the Race, if we assess that this is required to comply with laws, rules, restrictions and/or government decisions related to Covid-19.

Please note that we, apart from what is stated below, do <u>not</u> have any obligation to refund the registration fee – in full or in part – or to pay any other damages or other compensation in case we need to cancel the Race, change the course, change the date or starting time for the Race and/or change other conditions regarding the arrangement of the Race as a result of having to comply with current laws, rules, restrictions and/or government decisions related to Covid-19.

# - If the Race is moved

If we need to move the date of the Race due to current laws, rules, restrictions and/or government decisions related to Covid-19, we have the right to move your starting place to the new date for the Race, and you are not entitled to any refund of the registration fee or any other compensation or reimbursement due to such decision.

# - If the number of participants is reduced

If the maximum number of participants in the Race has to be reduced due to current laws, rules, restrictions and/or government decisions related to Covid-19, the starting places will be distributed in the order in which the registrations were confirmed by us, i.e. based on the time of the booking confirmation. If a reduction in the number of participants results in you no longer being included in the current quota of starting places, we reserve the right to move your starting place to the next arrangement of the subject Race and you are not entitled to any refund of the registration fee or any other compensation or reimbursement due to such decision.

# - If the Race is cancelled





If the Race must be cancelled due to current laws, rules, restrictions and/or government decisions related to Covid-19, you are entitled to a refund of your registration fee in accordance with what is set forth below. The total amount of the refund you are entitled to if a Race is cancelled is based on (i) the date of the decision to cancel the Race, and (ii) the scheduled date for the Race at the time of such decision:

- 1) if the Race is cancelled more than 180 days before the scheduled date for the Race, you are entitled to a refund of 100 % of the registration fee,
- 2) if the Race is cancelled 91 180 days before the scheduled date for the Race, you are entitled to a refund of 50 % of the registration fee,
- 3) if the Race is cancelled 30 90 days before the scheduled date for the Race, you are entitled to a refund of 25 % of the registration fee,
- 4) if the Race is cancelled less than 30 days before the scheduled date for the Race, you are not entitled to any refund of the registration fee but will instead be given the choice to move your starting place to the next upcoming arrangement of the subject Race.

You are not entitled to any additional refund, compensation or reimbursement in the event of a cancelled Race, other than what is stated above.

Any refund of the registration fee according to the paragraph above will be issued no later than 30 days after you have been notified of our decision to cancel the Race.

# 10. PERSONAL DATA

When you register for the Race, we will process your personal data. We ask that you read more about the Gothenburg Athletic Association's processing of personal data here: <a href="https://www.goteborgsvarvet.se/integritetspolicy">https://www.goteborgsvarvet.se/integritetspolicy</a>.





If you for personal reasons do not want your name and date of birth to appear on the starting or result lists, you can notify us via e-mail: <a href="mailto:contact@2024wmac.com">contact@2024wmac.com</a>. Remember to specify which Race(s) your request refers to.

# 11. MARKETING

We will have photographers on site during the Race. By accepting these Terms and Conditions, you consent to that your name and images and videos from the Race may be used on websites, in advertisements and in print for the Gothenburg Athletic Association itself or for one or several of our Races, and you further agree to not claim compensation for such use. If you do not wish for your name or picture to be used, you can notify us via e-mail: <a href="mailto:contact@2024wmac.com">contact@2024wmac.com</a>. State your name, starting number and which Race your request refers to. We take into consideration images where you can be clearly identified, but not mass images where you are one of many participants.

# 12. CANCELLATION

After the time limit for your right of withdrawal according to clause 5 above has expired, you can no longer cancel your registration for the Race. This means that any paid registration fee will not be refunded. If you have chosen to pay by invoice, you will be obligated to pay the invoice.

In the event of illness or injury, you may be able to receive compensation from your insurance company if you are insured under Folksam's insurance for exercise races or through a similar insurance with another insurance company at the time for your registration. Contact your insurance company if you want to seek compensation.

# 13. TRANSFER OF STARTING PLACES

For Göteborgsvarvet Half Marathon, you have the possibility to transfer your starting place to another person for a fee of two





hundred and fifty (250) SEK, which the acquiring participant is then required to pay to us. You transfer your starting place by registering the transfer on the Website. It is not permitted to transfer a starting place to another person or to let another person run in your place without paying the fee and registering the transfer of the starting place via the Website. The last day to transfer a starting place is seven days before the date of the Race.

Please note that the transfer of the starting place does not entitle the acquiring participant to take over the seller's place in the starting field (starting group).

Those who purchase their starting place by transfer of a starting place and register the transfer no later than seven days prior to the date for Göteborgsvarvet Half Marathon will be placed in the starting field in accordance with our regular seeding rules. If you purchase your starting place within seven days prior to the scheduled date of the Race, you will be placed in the starting field in accordance with regular seeding rules subject to availability, and otherwise placed in the nearest available starting group. Regular seeding rules are available on the Website.

Transfer of a starting place is only possible for Göteborgsvarvet Half Marathon.

Please note that you cannot transfer your starting place in accordance with the above if you have registered for the Race using a Value Code or if you have been registered through a Group Registration. In these cases, you should instead contact your employer or registration manager for further instructions if you wish to transfer your starting place.

#### 14. COMPLAINTS

We always strive for our customers to be satisfied with our services. If you are dissatisfied, we therefore ask that you contact us, and we will do our best to resolve the situation.





You can also contact The National Board for Consumer Disputes (ARN), Box 174, 101 23 Stockholm, or use the EU Commission's online dispute resolution platform: http://ec.europa.eu/odr.

Please note that we do not undertake to participate in alternative dispute resolution procedures or to comply with any decision passed by any alternative dispute resolution body, but we will take a final stance on the matter in the event of a dispute/passed decision.

# **15. OTHER**

We reserve the right to transfer our rights and obligations in accordance with these Terms and Conditions to a third party.

We have the right to change these Terms and Conditions unilaterally. Any changes shall take effect no earlier than 30 days after the changed Terms and Conditions have been published on the Website. If we should make significant changes in these Terms and Agreements, you have the right to terminate the agreement that you have entered with us, provided that such termination is made within 30 days from the date the information regarding the amended Terms and Conditions was published on our Website.

Any disputes arising out of or in connection with these Terms and Conditions shall be governed by the substantive law of Sweden.

# 16. CONTACT

If you have any questions regarding the Race, these Terms and Conditions, or if you for any other reason would like to get in touch with us, please contact us via contact@2024wmac.com.

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