

GTC
SWISS EPIC

GENERAL TERMS AND CONDITIONS

SWISS EPIC 2022

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1 Preamble

The present document is considered as GTC and determination of purchase contract.

2 Race organiser

IRONMAN Switzerland AG is the organiser of the Swiss Epic event.

3 Bodies

Race organiser IRONMAN Switzerland AG

Race jury The race jury is selected by the race organiser and is a neutral body that makes final decisions on any complaints made by participants and officials.

Referees The race organiser can designate referees who may report infractions of the rules according to these regulations to the race jury.

4 Participation requirements

Race participants do not require a racing license. All participants are required to be 18 years old or older on the start date of the event.

All participants must have health and accident insurance that provides cover in Switzerland as well as rescue and transport insurance. The insurance must cover the full costs of an emergency transport.

5 Invitations

The race organiser has the option of inviting additional riders, especially top international riders.

6 Registration

When your application for registration made in writing, by telephone or in person is unconditionally accepted, a contract comes into existence between you as the responsible person under the law and IRONMAN Switzerland AG.

Following receipt of his/her registration, the participant receives confirmation that also acts as an invoice. Registration is legally valid only when the registration fee has been transferred.

7 Withdrawal

Participants who register for Swiss Epic are under obligation to make the payment.

The names of both team members will be entered as the original team when they confirm their starting position with the payment of the package.

If a participant is excluded from the race by the organiser because of a violation of the regulations (for example due to a doping offense), no fees will be refunded.

7.1 Rider/Team change

If one team member cannot participate due to sickness or injury, a substitute team member can register in that person's place. The rider dropping out of the race must do so by submitting the online rider change/team change form [here](#). Both team members can be substituted. The following fees apply:

- Until 30 June 2022 CHF 50. - per rider change
- From 1 July 2022 CHF 200. - per rider change

7.2 Withdrawal from the race

If you are unable to find a surrogate rider/team, withdrawal requests must be submitted via this [electronic request form](#) during the following time frames in order to be eligible for a partial refund:

- Until 31 May 2022 50% refund of the total price
- Until 30 June 2022 25% refund of the total price
- From 1 July 2022 no refund

Deferred race entries are not eligible for a partial refund.

7.3 Refund Extra Package and other additional purchases

A withdrawal request for an extra package must be sent to the race office on info@swiss-epic.com during the following time frames in order to be eligible for a partial refund:

- Until 31 May 2022 50% refund of the total price
- Until 30 June 2022 25% refund of the total price
- From 1 July 2022 no refund

Please note that the "Cause we care" product and the "Absa Cape Epic qualification" cannot be refunded.

7.4 Early Departure

If you should depart early for any reason whatsoever, the price for the booking cannot be refunded.

7.5 Payment by instalments

If you sign up by 31 October 2021 you can benefit from our payment plan option. The payment plan consists of three equal partial payments. The first one has to be paid during the registration process. The second payment is due on 31 December 2021. The third payment is due on 28 February 2022. Please note that your registration is only valid upon successful payment of all three instalments. When choosing the payment plan, you cannot claim for any partial refund. Please note that a team transfer or rider change of the team captain is only possible, once all 3 payments are paid.

7.6 Transfer to the next year

All athletes, who register with a paid entry until 31 October 2021 for the 2022 Swiss Epic, have the option to defer their race entry from 2022 to 2023 Swiss Epic by applying until 31 May 2022 free of charge.

7.6.1 Rules of deferrals

1. The deferral option is available to athletes that signed up by 31 October 2021 on the general entries for the 2022 Swiss Epic.
2. A deferral is excluded for athletes who paid the entry fee in whole or in part by redeeming a voucher credit at the time of registration.
3. A deferral is only possible to the same race the next year.
4. Deferrals are only available for teams and not individual riders of a team.
5. The deferral option is not available for free and sponsored race entries.
6. Athletes who elect to defer their entry forfeit any right for a partial refund or insurance refund.
7. The deferral may only be used once.
8. All deferral requests will be honoured if requested before midnight 31 May 2022 via the electronic deferral request form.
9. Athletes electing to make use of the payment plan may also utilize the deferral option once all three payments have been completed.
10. The deferral option is not applicable to anyone who deferred from 2021.

7.6.2 Process for deferrals

1. Fill out the [digital deferral request form](#) here. Please note: The form needs to be submitted by the **team captain**.
2. You will receive an automatic email from active.com confirming that we have received your deferral request. In case you have not received this, please contact info@swiss-epic.com or fill out the form again (please also check your junk folder for this email).
3. If you are eligible for a deferral, we will cancel your registration to the 2022 Swiss Epic within 5 working days and fully refund the additional purchases less the 2.6% Active Fee. We will confirm this in an email to you.
4. One week before General Entries open for the 2023 event we will send you an email with a personalized registration link to sign up at no cost.
5. You must redeem your entry within 30 days of receiving that email. Any unredeemed links after 30 days will become void.

8 Abandoning the race

If the event is cancelled or any stage of the event is terminated or called off for safety reasons or due to force majeure or other reasons outside of the control of IRONMAN Switzerland AG, this does not constitute cause for the refund of participation fees or claims for compensation.

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Nor may participants file claims for compensation against IRONMAN Switzerland AG for accompanying persons' hotel expenses or for any cancellation fees if the event is called off at short notice.

Force majeure and other reasons may lead IRONMAN Switzerland AG to cancel the additional packages. If the additional packages are cancelled, the price paid will be refunded to you in full. Further claims are excluded.

9 Duties

9.1 Duties of IRONMAN Switzerland AG

The organiser provides the offered services in accordance with the advertised specifications.

9.2 Duties of the participant

The participant pays the agreed prices and to complies with the payment terms.

10 Payment terms

10.1 Prices

The prices are quoted (unless stated otherwise) in Swiss francs (CHF) incl. VAT.

10.2 Payment

Payment must be received by the booking office within 30 days after booking. If payment is not received on time, IRONMAN Switzerland AG may cancel the booking without setting a deadline according Art. 108 of the Swiss Code of Obligations (OR).

11 Liability

By registering for Swiss Epic, participants accept these regulations and release the race organiser and its helpers from all liability claims, in accordance with the Acknowledgment and Assumption of Risks & Release and Indemnity Agreement, which the participants must sign at the time of registration, before the races begin.

11.1 Insurance

Participants are responsible for their own accident, rescue, health, property, and liability insurance. Participants shall bear any costs that arise from them engaging the services of third parties (such as rescue services) or the race organiser engaging third parties on their behalf. The race organiser recommends that participants join REGA (www.rega.ch). Furthermore, a cancellation insurance is highly recommended.

11.2 Bike and baggage

Insurance for bike and baggage is a matter for the participant.

12 Data protection

By registering, participants agree to the organiser passing on their addresses to the official photo service, to associations, hotels and to third parties providing the related services. Participants agree to allow the race organiser and third parties to use photographs and video footage from the races for rankings and web pages and for other PR purposes. By taking part in the event, participants are giving their approval to this. IRONMAN Switzerland AG holds the rights to all photographs and video footage. The race organiser will inform the participants about the data protection regulations separately.

13 Collection and administration of telephone numbers

The registration of telephone numbers shall occur in the personal user profile or in a special registration application on the registration tool of Active or race result swiss. The registered telephone numbers shall be used for the delivery of welcome, information and congratulation SMS in connection with the event. Under no circumstances shall advertising SMS be sent. The sponsor of the SMS service may be mentioned in the SMS text. Following the event, the telephone number shall be archived for the purposes of legal accountability and in the context of completion of the contract between IRONMAN Switzerland AG and the participant. However, they shall not under any circumstances be passed on to third parties or otherwise used.

14 Identification of visitors

Occasionally information may be locally stored on computers with which users can be identified. Such information is described as "cookies". These text files stored on a user's hard disk do not contain any personal information but facilitate their use of our Internet pages: thanks to the cookies, we can supply users with the personalised contents desired without them having to register anew on every visit. Users can configure their browser so that a warning appears before the storage of a cookie. Users may also in general reject cookies; however, in such case particular services cannot be used.

15 Security

The provision of personal information via the Internet always involves risks and no technical system is completely secure against manipulation or sabotage. IRONMAN Switzerland AG shall attempt to a reasonable extent to take measures to hinder unauthorised access to a user's personal information and the unauthorised use or falsification of this information and to minimise the corresponding risks.

16 Amendments

In view of technical development on the Internet, IRONMAN Switzerland AG is continually expanding its online products. At the same time IRONMAN Switzerland AG checks whether supplements to or amendments of the data protection declaration are necessary. IRONMAN Switzerland AG may adjust these rules or the content of the page at any time – also without

prior announcement – or amend or block access to the page. IRONMAN Switzerland AG shall publish any modifications on this page.

17 Right of withdrawal

There is no right of withdrawal of the participant or another contractual partner for all services offered by IRONMAN Switzerland AG.

18 Governing law and place of jurisdiction

In all cases, including in the case of orders from abroad, the legal relations between the customer and IRONMAN Switzerland AG shall be subject to Swiss law in accordance with the provisions of the Swiss Code of Obligations (OR) and the Swiss Civil Code (ZGB). The place of performance and venue shall be the place where IRONMAN Switzerland AG has its principal place of business, which is currently in Zürich, Switzerland.

19 General

These regulations were brought into force by the race organiser, IRONMAN Switzerland AG, on 18 August 2021. They are valid for races held as part of the Swiss Epic 2022 event.

In case of inconsistencies across different language versions, the German version of these regulations will apply.

Any changes to these regulations must be approved by the supervisory board of IRONMAN Switzerland AG and will be published on www.swiss-epic.com.