

## General conditions for using breda.rotarysantarun.nl and the participation of the Rotary Santa Run Breda (Version October 1th, 2019)

### Subject of the conditions

- (1) The general conditions are applicable to the contractual relation between
  - a. The organizing committee of the Rotary Santa Run Breda (hereby named as "Organization Santa Run"), the committee being the four RC from Breda, namely, RC Breda, RC Breda-Mark and Aa, RC Breda Mastbos and RC Breda-Zuid.
  - b. The user of the website breda.rotarysantarun.nl
  - c. Participants of the Rotary Santa Run (hereby named as "participant").
- (2) The Organization Santa Run supplies the organization of the Rotary Santa Run Breda (hereby named as "Santa Run") to its participants.

### Participation

- (1) The participant can participate to the event, once the registration form is filled in fully, and truthfully. The entree fee is paid in full and the participant accepts the general conditions. The Organization Sana Run keeps the right to delete untruthful filled in forms, at all times.
- (2) Once the participant has been registered for the Santa Run, it is not possible to cancel.
- (3) The decision of the Organizational Santa Run to not let the Santa Run take place is not applicable in regard to accountability and the remuneration of the costs the participant made.

### Accountability

- (1) Participation is at your own risk. The Organization Santa Run is not accountable for damage, named in any way, that the participant might suffer as a result of participating, unless the damage is a direct result of intent of gross negligence of the Rotary Club. The exclusion of liability applies to severe damage and results of injury of death.
- (2) The participant needs to be insured for the risk that he/she or descendants may suffer from as a result of death, injury or illness, induced by participating in the Santa Run.
- (3) The participant indemnifies the Organization Santa Run for any damage that third parties may suffer as a result of any act or omission attributable to the participant in relation to the Santa Run. The participant must be adequately insured against the risk of liability for such damage.

### Privacy

- (1) The participant grants permission to the Organization Santa Run for publishing photo's, videos and other suchlike material made during and around the event, in which the participant is recognizable.
- (2) Personal data given by the participant to the Organization Santa Run will be entered in a file during the period of 1 year after the end of the event. The

participant grants permission by registering for the Santa Run, to let the Organization Santa Run use their personal data to send information to the participant and to analyse the data. The participant can, at all times and free of charge, unsubscribe from emails, after which the Organization Santa Run will stop the newsletter.

#### Emergency services and Health

- (1) The Organization Santa Run keeps the right to provide personal data of participants to emergency services in case of an emergency, or when the emergency services ask for this. Including personal data. Emergency services include the Red Cross, ambulance, hospital, police or fire department.

#### Remaining

- (1) In the case of one or more articles of this general conditions being void or invalid, with whatever reason possible, other articles will keep their validity.