

TERMS AND CONDITIONS OF THE 6TH GDAŃSK MARATHON

I ORGANIZER

- 1) The event organizer of the 6th Gdańsk Marathon (hereinafter referred to as the Event) is the Gdańsk Sports Centre with its registered office in Gdańsk, 80-221, ul. Traugutta 29.
- 2) Event Office (from 17 April 2020 to 19 April 2020) is located in the AMBEREXPO Exhibition and Congress Center, ul. Żaglowa 11, 80-560 Gdańsk (hereinafter AMBEREXPO) - hall B.

II OBJECTIVE

- 1) Popularisation of running as the simplest form of recreation.
- 2) Promotion of the City of Gdańsk in Poland and in the world.

III DATE, PLACE, ROUTE

- 1) The Event will take place on 19 April 2020 in Gdańsk. Start from Żaglowa Street, finish in hall - B of AMBEREXPO.
- 2) The Event will start at 9:00 a.m.
- 3) The start line will be closed 2 minutes after the last shot of the starter.
- 4) The start will be wave-based. The start of individual zones will be signalled by a separate starter sound signal.
- 5) Only Participants registered to participate in the Event in accordance with the provisions of these Terms and Conditions participate in the Event.
- 6) The Organizer has the right to change the date and/or place of the Event, while the Participant will be notified by posting relevant information on the website at www.gdanskmaraton.pl no later than 24 hours before the start of the Event. Making changes in the above scope does not result in additional obligations towards the Participant on the part of the Organizer.
- 7) The route is 42.195 kilometres long. The route is certified by the Polish Athletic Association (hereinafter PZLA).
- 8) The route will be marked with vertical signs every 1 kilometre.

IV PARTICIPATION

- 1) The participant is a person who registered via the form on the Organiser's website at www.gdanskmaraton.pl and paid the registration fee within the deadline, i.e. in accordance with the provisions of Chapter V OF APPLICATION point 2).
- 2) Only persons who are 18 years old at the latest on the Event day have the right to start.
- 3) The start package can be collected only at the Event Office. The Event Office opening hours are specified in the schedule available at www.gdanskmaraton.pl
- 4) The basis for collecting the starter package together with the starting number is the Participant presenting in the Event Office a photo ID.

- 5) Collection of the starter package on behalf of another Participant is possible only on the basis of a signed authorization (Annex No. 1).
- 6) Each Participant who passes the starter package to another person and the person who receives such a package and starts in the Event, without notifying the Organizer (in the form described in Chapter VI. Participation Fee point 7) will be disqualified on the results list of the Event and additionally suspended in the rights of the Participant in events organized by GOS in Gdańsk (Westerplatte Run, Triathlon Gdańsk, Gdańsk Marathon) for a period of 2 years from the day of the Event. Only the positive feedback given as an answer from the email address info@gdanskmaraton.pl is considered as the Organizer's consent to transfer the starting number to another indicated Participant.
- 7) The Organizer prohibits Participants from selling the received start packages. Failing to respect this provision will result in disqualification.
- 8) All Participants are bound by the provisions of PZLA and these Terms and Conditions.
- 9) The Organizer does not send start packages to the Participant's address.
- 10) Participants are required to comply with the public order, requests from security services, and respect other Participants. The Organizer has the right to remove from the event area people who disturb public order, the course of the Event or behave contrary to the PZLA Regulations and these Terms and Conditions.
- 11) The Organizer will make every effort to provide all information through the sound system before and during the race, so it is recommended not to use your own electronic devices with headphones, so that you can hear messages of the Organizer and judges.
- 12) Providing personal data and agreeing to their processing is voluntary, but necessary to participate in the Event in accordance with the provisions of these Terms and Conditions. People who have provided their personal data have the right to access their data and correct it as well as revoke their consent to data processing. Withdrawal of consent to the processing of personal data until the end of the Event results in the inability to participate. At any time, the Organizer may process personal data in connection with the organization of the Event also in cooperation with other entities to the extent necessary for the proper organization of the Event.
- 13) At the start, participants set up in separate start zones. Allocation to a specific zone takes place according to the time selected by each Participant in the application form.
- 14) If the Participant provides false and impossible to verify data regarding his/her previous results, the Organizer has the right to move him/her to the last start zone.
- 15) Only the Participants, event staff and priority vehicles with the Organizer's pass may stay on the Event route.
- 16) The Organizer allows the use of only direct-drive wheelchairs (Active Wheelchair) by people with a documented degree of disability.
- 17) For safety reasons, it is forbidden to use three-wheeled prams:
 - direct-drive sports prams (Rim Push)
 - indirect-drive sports prams (Hand Bike)
- 18) A competitor who takes part on an active direct-drive wheelchair must inform the Organizers about this fact by sending an email to info@gdanskmaraton.pl or at the Race Office while receiving the starter pack.
- 19) The GDPR clause constitutes Annex No. 2 to these Terms and Conditions.

V APPLICATIONS

- 1) Applications will be accepted until 31 March 2020.
- 2) Participation in the Event is determined by the date of making the participation fee. The date of making the participation fee equals to the date and time of the participation fee being credited to the Organizer's bank account.
- 3) Applications are accepted at www.gdanskmaraton.pl.
- 4) It is possible to personally sign up for the Event in the Event Office on its opening days, with the Organizer reserving a limit of one hundred newly enrolled people this way. The order of applications made in the Event Office will be decisive. Persons registered in the Event Office receive only the start number.
- 5) During registration, each participant is obliged to declare a start from the zone corresponding to his/her actual running capabilities.
- 6) The Event Organizer reserves the right to provide additional starter packages for invited guests.

VI PARTICIPATION FEE

- 1) Each Participant pays the participation fee, the amount of which depends on the date of making the transfer. The following participation fees apply:
payment by 31 December 2019 - PLN 89.00
payment between 1 January to 31 January 2020 - PLN 109.00
payment between 1 February to 29 February 2020 - PLN 129.00
payment between 1 March to 31 March 2020 - PLN 159.00
at the Event Office - PLN 200.00 (cash payment ONLY!)
- 2) In the event of paying an insufficient amount (e.g. as a result of exceeding the payment deadline specified in these Terms and Conditions), the Participant is obliged to make up the difference to the amount he/she should have paid according to the date on which he/she made his last payment.
- 3) Proof of receipt of the participation fee is equal to an annotation about the payment of the fee made next to the Participant's name.
- 4) Starting numbers will be given to Participants after completing the registration.
- 5) The Organizer is not responsible for the loss of the application, postal transfer or bank transfer due to the fault of the post or bank.
- 6) Participation fees, once paid, will not be refundable if the Participant withdraws from the Event or is disqualified by the Organizer.
- 7) In justified random cases, the Organizer will consider transferring the starting number to another designated Participant. Only requests submitted to the following address will be considered: info@gdanskmaraton.pl, by 23 March 2020.
- 8) As part of the participation fee, the Participant receives the start package and has the possibility to participate in the Event.
- 9) Entrance and travel expenses as well as other benefits are covered by the Participants themselves.

- 10) The Organizer does not send uncollected start packages by post.
- 11) It is not possible to collect the start package after closing the Event Office.

VII TIME MEASUREMENT AND TIME LIMITS

- 1) Time measurement is carried out using an electronic system.
- 2) There will be time measurement checkpoints along the Event route. Participants shortening the route will be disqualified. Failure to read the Participant's appearance at a given control point may result in disqualification.
- 3) Time measurement is done using non-returnable chips placed in the starting numbers.
- 4) It is forbidden to remove chips from start numbers.
- 5) The official time of the Event is net time.
- 6) The first three Participants in the classification of men and women who cross the finish line will be classified according to the gross time measured since the starter's first shot. Other Participants will be classified on the basis of net time, calculated from the Participant crossing the start line to the finish line.
- 7) The Organizer introduces control time limits at individual measurement points (every 5 km from the 20th km) counted from the last shot of the starter:

20 km- 02:48:00'

25 km- 03:26:00'

30 km- 04:05:00'

35 km- 04:43:00'

40 km- 05:21:00'

42 km 195 m- 05:30:00'

In the case of exceeding the legal time limit, the Participant is obliged to leave the route.

- 8) Participants who do not reach the individual measuring points referred to above, within the set limits, starting from the 20th km, are obliged to stop the race and leave the route. The Organizer will provide the opportunity to reach the finish by a van with the following text: KONIEC BIEGU (END OF RUN).
- 9) Participants who reach the finish by the van will not be classified by the Organizer. On the Website, instead of the time achieved by the Participant, the information "DNF" will be entered, meaning "DID NOT FINISH".
- 10) Staying on the route after the end of the Event time limit is prohibited. The Participant who stays on the Event route will be liable pursuant to the applicable provisions of the Civil Code and the Road Traffic Law.

VIII REFRESHMENT POINTS

- 1) Refreshment points are supplied with water, isotonic drinks and bananas. Points are located approx. after 5km of the route and spaced approx. every 5km.

- 2) Watering points are supplied with water. Points are located approx. after 7.5km of the route and spaced approx. every 5km.

IX CLASSIFICATIONS:

- 1) The following classifications will be managed during the Event:
 - a) general classification (hereinafter OPEN) for women (hereinafter K) and men (hereinafter M),
 - b) age classifications K and M:
 - K and M 20 (18-29 years old)
 - K and M 30 (30 - 39 years old)
 - K and M 40 (40 - 49 years old)
 - K and M 50 (50 - 59 years old)
 - K and M 60 (60 - 69 years old)
 - K and M +70 (70 years and more)
 - c) the category of Participants with disabilities (K and M), including persons with mobility dysfunction excluding wheelchair users. To qualify for the disabled category, you must show during package pickup disability certificate or ID card of the disabled person
 - d) classification of people on wheelchairs with direct drive, divided into women and men. Participants on Rim-push and hand bike sports wheelchairs will not be allowed to run. Note! The route includes paved and gravel sections.

- 2) A participant who wins in the OPEN category is not classified in the age category.

X DRESSING ROOMS, DEPOSIT

- 1) Changing rooms and a deposit for Participants will be located at **AMBEREXPO** in marked places.
- 2) The deposit will be open on the day of the Event within the hours specified in the schedule available at www.gdanskmaraton.pl.
- 3) Participants give away items packed in bags, marked with a sticker with the starting number. Bags and stickers are provided by the Organizer in the start package.
- 4) The bags will be issued from the deposit upon presentation of the start number.
- 5) If the starting number is lost, the bag containing the Participant's items left in the deposit will be issued upon presentation of a photo ID the Participant.
- 6) Losing the start number by the Participant releases the Organizer from liability for items being picked up by another person.
- 7) The Organizer is not responsible for valuables left in the dressing room.

XI PRIZES

- 1) All Participants who complete the Event receive commemorative medals at the finish line.
- 2) Winners of the Event in the OPEN classification of women (places I-III) and men (places I-III) receive cash prizes in the amount of: 1st place - PLN 3000, 2nd place - PLN 2000. 3rd place - PLN 1000
- 3) Personal income tax will be deducted from the prize winners in accordance with applicable regulations.
- 4) Financial prizes for Participants will be transferred only on the basis of a correctly completed form, by transfer to the indicated personal bank account of the Participant (prizes will not be paid in cash) within 30 days of the publication of official results.
- 5) The organizer reserves the right to fund additional cash and material prizes in the categories and classifications of the Organizer's choice.

XII FINAL PROVISIONS

- 1) The final interpretation of these Terms and Conditions belongs to the Event Organizer.
- 2) Participants declare that all personal data and health data entered by them into the application form are complete and truthful.
- 3) The Organizer is not responsible for any collisions and accidents on the route caused by the fault of the Participant, as well as for accidents and fortuitous events that occurred during arrival to the Event and return from the Event.
- 4) Each Participant participates in the Event at his/her own risk. Providing the Organizer with a correctly completed Registration Form and paying the participation fee means that the Participant has considered and assessed the nature, scope and degree of risk associated with participation in the Event, including the risk of accidents, the possibility of injury and physical injuries (including death), as well as damages and property losses and voluntarily decides to take this risk.
- 5) The Organizer and all persons acting on its behalf or with its authorization related to the conduct and organization of the Event shall not be liable for personal, material and property damages of the Participants that occur before, during or after the Event.
- 6) Participants bear civil liability for all damage caused by other Event Participants and third parties.
- 7) Participants undertake to comply with the provisions of these Terms and Regulations and the rules of the AMBEREXPO facility. The Participant's signature on the Application Form confirms that they have read the Terms and Conditions of participation in the Event and they fully accept them.
- 8) The Participant is required to put the starting number on the front of the torso. The starting number must be visible. Covering or removing the starting number will result in disqualification.
- 9) The Event Participant agrees to publicly provide his/her personal data in the form of name, surname and place of birth on the start list and on the results list.
- 10) The Organizer and Partners of the Event are entitled to use the image, statements and personal data of individual Participants participating in individual stages of the Event, while the image and data will be used in materials promoting the Event and accompanying events (press, radio, television, Internet, graphic materials). Participants are not entitled to any further bonuses, in particular remuneration for the use of the image, statements and personal data of individual Participants. The Participant is obliged not to withdraw the above consent for at least 5 years from the day of the Event.

- 11) Unfamiliarity with the Event Regulations does not release the Participant from the rules set out by the Organizer in the above-mentioned document.
- 12) The Terms and Conditions can be changed by the Organizer at any time.
- 13) It is forbidden to bring pets along the Event route.
- 14) Participants are prohibited from bringing intoxicants, illegal substances, doping agents and any type of alcohol. Participants are prohibited from taking such substances and agents both before and during the run under threat of disqualification. If it is found that the Participant violates the above prohibition, the Organizer reserves the right to prevent him/her from participating in the race or disqualify him/her.
- 15) The Participant is not allowed to use any assistance specified in the athletics competition rules, among others this applies to assisting the Participant by persons not participating in the Event, running with the Participant or riding a bike.
- 16) The Organizer provides medical care only to Participants on the Event route from the start to the closing of the Event route specified by the time limit, as well as at AMBEREXPO until 3:00 p.m. The Organizer does not cover medical costs or transport costs not covered by the medical coverage of the Event.
- 17) Decisions taken by the Medical Coordinator or medical service regarding the Participant's participation in the Event are independent and are binding upon the Participant. Failure to comply with the medical service recommendations results in disqualification of the Participant.
- 18) Event Participants are required to comply with the instructions of Police officers, City Guards and the Organizer's staff securing the event route.
- 19) Result-related protests are accepted until 20 April 2020 (Monday) by 3 p.m. at the following email address: info@gdanskmaraton.pl. Protests submitted after the deadline will not be resolved. Protests will be considered within 72 hours.
- 20) The final and official results will be published by 29 April 2020, 3 p.m. at the latest.

Annex No. 1 - Authorization to receive a start package.

AUTHORIZATION

I, the undersigned,
holding ID number
hereby authorize
holding ID card number
to pick up my start package for the 6th Gdańsk Marathon.

Person Authorizing:

.....
Name and surname legible signature

STATEMENT

I hereby inform that I am familiar with the Terms and Conditions and undertake to comply with them. I hereby declare that I am able to participate in the 6th Gdańsk Marathon and I start at my own risk. In addition, I certify that the received start package will not be transferred/resold to third parties (Chapter IV Participation point 7)

.....
Name and surname legible signature

DECLARATION of the person receiving the package on behalf of the Participant

I declare that I received the package intact for contestant no. and that I will forward this package to the person authorizing me to collect the package, who can take part in the Event solely.

.....
Name of package recipient legible signature

Annex 2 - Information clause regarding personal data.

The processing of personal data of participants provided to the Organizer during registration in connection with participation in the Event also includes the publication of the name and date of birth of the participant along with the name of the city in which he/she resides - in every way in which personal data will be published or disseminated. The Organizer also has the right to publish the name of the participant along with his/her date of birth, name of the club and the place where he/she resides, on the start list and in the results of competitions published on the Internet and in the venue of the Event.

Please be advised that during events organized or co-organized by the Gdańsk Sports Centre - a budget unit of the Municipality of Gdańsk (ul. Traugutta 29, 80-221 Gdańsk), hereinafter referred to as GOS, photos and videos will be made public through the Gdansk Sports Centre Facebook profile(<https://www.facebook.com/GdanskiOsrodekSportu>) and the website www.sportgdansk.pl where the image of people present can be captured, as well as their other personal data.

While on the premises or taking part in a sporting event, festival or other event organized or co-organized by GOS, participants and observers agree to the publication and processing of their images in photos or videos taken during the events, as well as possibly other personal data. At the same time, we act with best efforts to ensure the security of your data.

PERSONAL DATA CONTROLLER

The Controller of personal data is: Gdański Ośrodek Sportu ul. Traugutta 29, 20-221 Gdańsk.

We also inform you that GOS appointed a **Data Protection Officer** whom you can contact by post, at the GOS address (Controller) specified above, with the note: "TO THE PERSONAL DATA PROTECTION INSPECTOR" or by e-mail to the following e-mail address: rodo@sportgdansk.pl - in all matters related to the processing of personal data by GOS.

RECIPIENT OF PERSONAL DATA:

Personal data will be disclosed to employees, co-workers and GOS subcontractors to the extent necessary to achieve the previously mentioned purposes of personal data processing. If you are interested in the Orbis Spółka Akcyjna hotel offer - the data will also be forwarded to Orbis Spółka Akcyjna, ul. Bracka 16, 00-028 Warsaw.

Starting lists and results containing basic personal data will be publicly available and they can be published on the Event's website.

PURPOSE AND DURATION OF DATA PROCESSING:

Personal data of Event participants will be processed for the purposes of performing an agreement, i.e. Participant's participation in the Event, conducting the event, selecting the winner and awarding, issuing, collecting and settling the prize, as well as publishing the results.

Personal data will be processed in accordance with applicable law for the purpose of documenting, archiving and disseminating information about activities undertaken or supported by GOS. The data in the form of an image will be made public on the website and on GOS profiles in social media, as

well as made available to participants and event organizers, entities authorized under the law, consent granted or based on the entrustment agreement.

Personal data will be processed during the period of using the website available at www.sportgdansk.pl and participation in the Event to which the Participant signs up via the website.

After the end of this period, personal data will continue to be stored for purposes resulting from legal provisions (especially tax and accounting) as well as preventing fraud and abuse and pursuing any claims arising from the concluded agreement.

Part of personal data (especially data that is included in the results of the Event) can also be processed after the above period, for statistical, archival or promotional purposes.

RIGHTS OF DATA SUBJECTS:

Participation in events and thereby sharing personal data, including in the form of an image is voluntary, but necessary to participate or stay at the event. The data will not be profiled or transferred to third countries and international organizations.

Everyone has the right to withdraw the consent to the processing of their data, which GOS as the controller has in its databases, as well as the right to access such data, rectification, deletion or limitation, objecting to processing, transferring data and submitting a complaint to the supervisory authority. Withdrawal of consent is not retroactive - processing will be legal until the data subject withdraws their consent.

When reporting changes in the processing of your data, please indicate exactly which photos, videos or content these changes are to apply to.

The data is stored until the consent is withdrawn or the purpose for which the data is processed is reached.

LEGAL BASIS:

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR) is applicable as of 25 May 2018.

The legal basis for the processing of your data is Article 6 item 1(f) of GDPR (legitimate interest of the Controller, which in this case is the promotion of GOS activities) and Article 6 item 1(a)(b) of GDPR, i.e. consent of the data subject and performance of the agreement to which the Participant is a party.

According to the definition of personal data contained in the GDPR, the image is considered personal data, therefore it is protected on the principles contained in this act. In addition, based on Article 81 item 2 of the Copyright Act, the following does not require consent for the dissemination of the image:

- a well-known person, if the image was made in connection with a performance of public functions, in particular political, social, professional (e.g. director, manager);
- a person who is only a detail of a whole such as an assembly, landscape, public event.

COMPLAINT ON THE PROCESSING OF PERSONAL DATA:

A complaint may be lodged with the supervisory body: the President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw