

# TERMS AND CONDITIONS OF PARTICIPATION

HYROX Season (2024/2025) – Australia & New Zealand

## 1. GENERAL INFORMATION

- 1.1. Upsolut SPORTS GmbH, whose registered office is at 322 Bahrenfelder Strasse, 22765, Hamburg, Germany (“**Upsolut**” or “**Organising Licensor**”), organises the event “*HYROX – the World Series of Fitness Racing*” (“**HYROX**”). HYROX comprises several events in various cities around the world, with the world championship as the season highlight and conclusion. HYROX competitions are staged: (i) individually (“**Single Divisions**”) in HYROX PRO MEN/PRO WOMEN, HYROX MEN/ WOMEN (ii) as a partner competition (“**Doubles Divisions**”) in HYROX DOUBLES MEN/WOMEN/MIXED/PRO MEN/PRO WOMEN; and (iii) as a relay competition (“**Relay Divisions**”) in HYROX RELAY MEN/WOMEN/MIXED.
- 1.2 Hybrid Group Limited with registered office at Suite 2101-02A, 21/F, The Centrium, 60 Wyndham Street, Central in Hong Kong (“Hybrid” or “we” or “us”) holds the licensing rights and organizes HYROX in the territory of Australia and New Zealand.
- 1.3 Hybrid Fitness Racing AU Pty Ltd (“HYROX AU”) is granted a sublicense right by Hybrid to operate in the territory of Australia and New Zealand. Hybrid and HYROX AU will collectively be referred to as “we” below.
- 1.4. HYROX events are organised and staged subject to all applicable laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures in the context of Covid-19 of any governmental authority that apply to participants (“**you**”) (together “**Applicable Laws**”).

## 2. THESE TERMS & CONDITIONS

- 2.1. These Terms and Conditions (“**T&Cs**”) set out and comprise all of the legal terms applying between us and you in relation to your registration to participate and your participation in any HYROX events taking place in Australia or New Zealand (each an “**Event**”). We reserve the right at our discretion to amend these T&Cs (and the format, date and structure of any Event), including if there is a change in the Applicable Laws; We will notify you if we implement any such changes.
- 2.2 We reserve the right at our discretion to amend these T&Cs (and the format, date and structure of any Event), including if there is a change in the Applicable Laws or amendments due to changes in the event structure. If we do implement such changes, we will notify you of any such changes in advance.

## 3. EVENT REGISTRATION

- 3.1.** To register to participate in any Event, you must via our website:
  - 3.1.1.** truthfully complete the Event booking form (which is available on Hybrid's website). In doing so, you must not use any false information or misrepresent the information of another person as applying to you. Anyone who uses false or misleading information or documents in order to gain entry will have their registration cancelled and may be banned from participating in future Events. The use of false documents to obtain an entry may be a criminal offense;
  - 3.1.2.** provide your consent to the storage and processing of your data in accordance with the provisions of the applicable general data protection regulations and our privacy policy as set out on our website [hyroxaustralia.com](http://hyroxaustralia.com);
  - 3.1.3.** confirm your acknowledgment and acceptance of these T&Cs; and
  - 3.1.4.** agree to pay Hybrid the fee payable by you to Hybrid in consideration of your participation in the relevant Event ("**Fee**").
- 3.2.** Your completion of the above registration process constitutes a binding, irrevocable and unconditional offer by you to participate in the relevant Event in accordance with these T&Cs.
- 3.3.** Once we confirm your registration by email, a binding contract is entered into between us for you to participate in the relevant Event in accordance with, and subject to, these T&Cs (to the exclusion of all other terms and conditions save where expressed to the contrary in these T&Cs).
- 3.4.** In order to participate in any Event, you must:
  - 3.4.1.** be sixteen (16) years of age or older,
  - 3.4.2.** be in generally good health;
  - 3.4.3.** at Hybrid's reasonable request, be willing to disclose your state of health (including with supporting confirmation from a qualified medical professional, for example in the form of a doctor's note);
  - 3.4.4.** be duly registered to participate in such Event;
  - 3.4.5.** have duly personalized your Event ticket as documented by a QR-/barcode assigned to your ticket; and
  - 3.4.6.** be accredited in accordance with these T&Cs and in possession of an official start number.
- 3.5.** You are solely responsible for assessing the health requirements for your participation in any Event. You acknowledge and agree that: (i) your state of

health may change during the period between registering to participate in any Event and such participation (including due to viral infection, illness or injury); and (ii) you bear this risk alone and may not terminate this contract due to subsequent viral infection, illness or injury. You shall solely bear all costs that you incur in complying with clause 3.4.3 of these T&Cs.

- 3.6. If you are under the age of eighteen (18) at the time of registration, you must provide by upload a declaration of consent issued by your parent or other legal guardian, no later than 7 days before the Event in question. If you do not comply with this requirement, Hybrid may terminate our contract (and revoke your participation in the Event in question) and your Fee will be refunded (minus any services fee already accrued in accordance with clause 5.2 of these T&Cs).
- 3.7. **Spectators may purchase tickets for any of the Events whereas participation as a spectator is subject to further personalization of the ticket before the Event as documented by a QR-/barcode assigned to the ticket. Furthermore, Hybrid reserves the right to require spectators to provide evidence of their state of health at the time of the Events, if necessary by providing evidence in the appropriate form as set out in clause 3.4.3 of these T&Cs. Spectators must also bear the risk of any subsequent deterioration in their state of health following the purchase of their tickets and any costs that they incur in the provision of any required proof of good health.**
- 3.8. Hybrid reserves the right to disqualify and/or exclude you from participating or attending any Event at any time and without any right to a refund of the Fee, or associated costs of participation in the Events if:
  - 3.8.1. you provide false personal information to us, including during registration;
  - 3.8.2. You have failed to personalized your ticket before the Event;
  - 3.8.3. There is reasonable suspicion that you are not in generally good health;
  - 3.8.4. your actions and/or omissions (whether before, during or after any Event) endanger the safety of any other participants, spectators or our staff members or other representatives; or
  - 3.8.5. there is reasonable suspicion that you are in possession or under the influence of any substances (performance-enhancing or otherwise) at the time of any Event.
- 3.9. Registration to participate in an Event may be done by using a voucher received in another HYROX event within Australia or New Zealand. Vouchers may not be transferred to any other person or third parties.

## 4. TRANSFER/CHANGE OF REGISTRATION

If you wish to change or transfer your ticket to participate as an athlete in an Event you may do so subject to the terms and conditions set out hereinafter. Please kindly note that we cannot provide for a change or transfer of your ticket to attend as a spectator in an Event. A ticket refund is excluded in any case (this also includes the add-on tickets “Sportograf Photo Package” and “Race With A Friend”).

**4.1.** Any change to the person(s) competing, the competition’s division and/or the date and place of the competition in accordance with clauses 4.2. to 4.7. Is subject to payment of (i) an additional fee if the price level of the modified ticket at the time of transfer and/or change is higher than at the time of registration and (ii) a processing fee of AUD 20 for Australia events and NZD 22 for New Zealand events (inclusive of GST but exclusive of service fees) in regard to each amendment made.

**4.2.** Any change relating to the

**4.2.1** participant who is competing in accordance with clause 4.5.1, 4.6.1, or 4.7.1 is limited to another person of the same gender than the original participant,

**4.2.2** the Event you are competing at in accordance with clause 4.5.2., 4.6.2. and 4.7.2. is limited to another Event taking place in the same territory and during the same year that is still open for registration (i.e., not sold-out) in the corresponding division, and/or 4.2.3 division you are competing at in accordance with clause 4.6.3 is limited to the other division still being open for registration.

**4.3.** Any change of the division category (i.e., women to pro women, men to pro men and vice versa) is explicitly excluded. Furthermore, if you have registered to participate in any Event by using a voucher (as described in clause 3.9.), you may not change the participant competing at the Event in question.

**4.4.** You may make any of the registration amendments listed in clauses 4.5. to 4.7. online at <https://australia.hyrox.com/support> for Australia events and <https://newzealand.hyrox.com/support> for New Zealand events. Please note that any such amendments cannot be combined but must be made individually one at a time.

**4.5.** If you have register for an Event competing in a **Single Division**, you may change any of the following in relation to your registration ticket no later than one (1) week (11:59pm of the Friday prior to the relevant Event) before the start of the relevant Event:

4.5.1. the participant who is competing, and/or;

4.5.2. the date and place of the Event.

**4.6.** If you have register for an Event competing in a **Doubles Event**, you may change any of the following in relation to your registration no later than one (1) week (11:59pm of the Friday prior to the relevant Event) before the start of the relevant Event:

**4.6.1.** either or both of the participants who are competing,

**4.6.2.** the date and place of the Event, and/or

**4.6.3.** the division you are competing in from Doubles Division to Single Division if your partner is ill. Please note that there shall be no reimbursement of any Fee as the registration of your ill doubles partner becomes void.

**4.7.** If you have registered for an Event in a **Relay Division**, you may change any of the following in relation to your registration no later than one (1) week (11:59pm of the Friday prior to the relevant Event) before the start of the relevant Event:

**4.7.1.** any or all of the participants who are competing, and/or

**4.7.2.** the date and place of the Event.

## **5. THE FEE, CHARITY FEE, SERVICE FEE AND TERMS OF PAYMENT**

**5.1.** All prices on our registration page may include statutory sales tax depending on the city of participation. For Australia it is subject to a 10% goods and services tax (GST) and for New Zealand it is subject to a 15% GST.

**5.2.** In addition to the GST, a service fee (amounting to 6% of the total value of the Fee) is payable upon submission of any registration to participate in any Event. This must be paid by you in addition to the Fee.

**5.3.** The GST and service fee are due for payment immediately upon Event registration. Such payments may be made by:

**5.3.1.** credit or debit card;

**5.3.2.** Google Pay;

**5.3.3.** Apple Pay; and

**5.3.4.** Visa Checkout.

**5.4.** If payment is not processed for any reason whatsoever, Hybrid is entitled to terminate our contract immediately without liability. You shall be liable for all

costs reasonably associated with such termination.

## **6. ARRIVAL / ACCESS TO THE EVENT**

**6.1.** Upon arrival at an Event and subject to your presentation

of:

**6.1.1.** your official registration confirmation carrying a QR / barcode;

**6.1.2.** your proof of identity; and

**6.1.3.** if applicable, proof of your state of health,

you will receive your starting documents, if you have registered as an athlete, and be granted access to such Event, provided you are not showing any typical symptoms of illness (including but not limited to shortness of breath, coughing or fever).

**6.2.** Hybrid reserves the right to request further explanation from you regarding your health status. If, at any Event, you display typical symptoms of illness (such as shortness of breath, cough or fever) or other indications of a viral infection, Hybrid may remove you from the Event in question with no refund of the Fee.

**6.3.** You must check your starting documents for completeness upon receipt. Your timing chip, contained in the starting documents, must be returned to the Event staff in the finish area immediately after crossing the finish line. If your timing chip is lost or damaged by you, Hybrid reserves the right to recover from you all attributed costs amounting to AUD 85 for Australia events and NZD 90 for New Zealand events (inclusive of GST but exclusive of service fees).

## **7. POSTPONEMENT / CANCELING OF THE EVENTS**

**7.1.** Hybrid or HYROX AU is under no obligation to hold the Events and, subject to the remainder of this clause 7, may without liability postpone or cancel, or change the time or location of, any or all of the Events for any reason, including due to:

**7.1.1.** circumstance not within Hybrid or HYROX AU's reasonable control;

**7.1.2.** lack of necessary permits to stage the Event,

**7.1.3.** a decision to protect the safety of any members of the public or Event participants; or

**7.1.4.** any changes to the Applicable Laws.

- 7.2.** If any Event for which you are registered is cancelled altogether, you shall be entitled to a free rebooking to an alternative HYROX event of your choice taking place within Australia or New Zealand during the same or next season of Events. In case there neither is nor will be an alternative HYROX event within Australia or New Zealand during such period of time, Hybrid will refund the Fee to you.
- 7.3.** If any Event for which you are registered is postponed, your contract with us (including these T&Cs) shall remain unaffected and your registration shall remain valid for the next rescheduled edition of the postponed Event in question.
- 7.4.** Notwithstanding clauses 7.2 and 7.3 of these T&Cs, if: (i) any Event for which you are registered is cancelled or postponed; and (ii) you can demonstrate to Hybrid's satisfaction that, as a result of the rebooking (clause 7.2.) or rescheduling (clause 7.3), you have been caused significant undue financial hardship, Hybrid may, at its sole discretion, refund the Fee to you.
- 7.5.** Any refunds of the Fee will exclude the service fee incurred pursuant to clause 5.2.

## **8. PARTICIPATION / INFRINGEMENT RISK, LIABILITY, LIMITATION AND DISCLAIMER OF LIABILITY**

- 8.1.** Participation in any Event is at your own risk and requires that you are healthy and in good physical condition. It is your responsibility to check your health beforehand. With your registration, accreditation and participation, you expressly declare that you are aware of the specific dangers of the Event and that there are no health concerns regarding your participation.
- 8.2.** By registering for any Event, you acknowledge that you can get injured or infected with viruses during the Event in the course of your participation.
- 8.3.** Subject to clause 8.4 of these T&Cs, and to the maximum extent permitted by law, Hybrid and HYROX AU hereby excludes any liability for loss, damage or injury to you and/or your property arising under our contract or in connection with any HYROX event, including any indirect or consequential loss or damage, such as loss of enjoyment or travel or accommodation costs, regardless of whether the loss or damage: (i) would arise in the ordinary course of events; (ii) is reasonably foreseeable; or (iii) is in the contemplation of the parties, or otherwise.
- 8.4.** Notwithstanding any provision in these T&Cs, Hybrid or HYROX AU does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by Hybrid or HYROX AU's negligence or the negligence of any of its officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by any of the Applicable Laws (including your statutory rights and rights as a consumer).

- 8.5. We assume no liability for lost clothing, valuables and equipment belonging to participants that were not handed over to us for safekeeping. You should therefore be insured accordingly.
- 8.6. Insofar as Hybrid or HYROX AU's liability is excluded or limited, this also applies to the personal liability of its employees, representatives and vicarious agents.

## 9. **PRIVACY AND DATA PROTECTION, PHOTO AND IMAGE RIGHTS**

- 9.1. You acknowledge and agree that Hybrid or HYROX AU may use any information provided by you for the following purposes:
  - 9.1.1. the enforcement of Hybrid or HYROX AU's legal rights;
  - 9.1.2. to publish information relevant to participants' finishing times in the Events;
  - 9.1.3. to send you health and safety and other relevant information relating to the Events;
  - 9.1.4. to notify you of events, activities, publications and services that may be of interest to you should you consent to receiving these from Hybrid;
  - 9.1.5. to notify you of any amendments to these T&Cs and/or any of the Events in accordance with clause 2.1; and
  - 9.1.6. to comply with the Applicable Laws.
- 9.2. Hybrid or HYROX AU is entitled, either itself or through authorised third parties, to make audio and video recordings and take photographs of the Events as well as your name, image and voice of the participants during the course of the competition, including the warm-up, the finishing as well as the award ceremony (collectively "**Media Content**") without any obligation for compensation. The Media Content shall clearly qualify as sports competition content thereby generally excluding any individual portraits or close-ups of participants or spectators. Hybrid, HYROX AU and/or its authorized third parties may use such Media Content for documentation, information and advertising purposes in all media on a world-wide basis for a period of two (2) years thereafter and allow all official HYROX partners and/or sponsors the same use and application.
- 9.3. Hybrid or HYROX AU shall use best efforts to ensure that the Media Content produced at the Events will only be used in connection with HYROX, even if passed on to authorised third parties.
- 9.4. Hybrid or HYROX AU has the right to store, use, broadcast, display and/or



reproduce all Media Content on all media, including but not limited to radio, television, cinema, at events, on data carriers or on the Internet to be published without restriction. This also includes the right to make changes, edits, interruptions, deletions or other modifications to the Media Content and to use it without restriction. Hybrid may transfer these rights to third parties.

- 9.5.** You hereby approve the publication of any of the Media Content without any form of reimbursement, compensation, or payment if you are mentioned, depicted or reproduced on any of the Media Content. For any data protection rights issues please refer to our privacy policy.
- 9.6.** Sportograf Digital Solutions GmbH, whose registered office is at 170 Süsterfeldstrasse, 52072, Aachen, Germany ("**Sportograf**") will digitally photograph HYROX on Hybrid's behalf. In addition, Sportograf offers you the opportunity to purchase competition pictures from it. You may also purchase a photo package from HYROX AU when making your HYROX booking as annex to your registration. In this case you will enter into an agreement with us. You consent to Upsolut sharing any of your data with the Sportograf and agree to be contacted by the Sportograf in relation to your participation in the Event. Upsolut, Hybrid and HYROX AU shall require the Sportograf not to share your data with any party other than Upsolut, Hybrid or HYROX AU for marketing purposes.
- 9.7.** In relation to medical matters, you agree that:
- 9.7.1.** your personal information may be stored, used and disclosed by Upsolut, Hybrid or HYROX AU in connection with the organisation and administration of the Events and for the compilation of statistical information. If you become ill during or after an Event and/or receive medical attention or treatment either from medical staff, other medical service providers to the Events as contracted by Hybrid or HYROX AU, or any doctor or hospital, you authorise such persons to provide details (including details of medical treatment) to Hybrid, HYROX AU or others authorised by them; and
- 9.7.2.** you consent to medical assistance and/or medical care being given to you in the case of illness, injury or an emergency situation, should this occur during an Event, such assistance to be given by Hybrid or HYROX AU, its employees, contractors or other trained personnel conducting the Events (which may include the use of anaesthetics).
- 9.8.** You shall not take, record and/or transmit any sound, image and/or description of the Events other than for your exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Events for any commercial purposes).

## **10. COMPETITION RULES**

The regulations of the HYROX Rulebook apply to each Event (available at: [www.hydroxaustralia.com](http://www.hydroxaustralia.com)). By registering, you accept these regulations as binding.

## **11. GENERAL**

- 11.1.** These T&Cs have been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and any translated version, the English version shall prevail.
- 11.2.** The contract between us constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to our contract which is not already set out in these T&Cs.
- 11.3.** Any person not a party to our contract shall have no rights under the Contracts (Rights of Third Parties) Ordinance of the Hong Kong Special Administrative Region.
- 11.4.** The contract between us (including these T&Cs) is governed by the laws of Hong Kong Special Administrative Region. The parties agree that the courts of Hong Kong have exclusive jurisdiction to settle any dispute arising under or in connection with our contract. Notwithstanding the foregoing:
  - 11.4.1.** Hybrid or HYROX AU reserves the right (exercisable at its sole discretion) to pursue legal proceedings against you in either: (a) the courts of Hong Kong; or (b) the respective courts of the state or territories of Australia and New Zealand. If Hybrid or HYROX AU elects to issue proceedings in the courts of, such proceedings shall be governed and interpreted in accordance with Hong Kong law; and
  - 11.4.2.** you reserve the right (exercisable at your sole discretion) to pursue legal proceedings against in either: (a) (for Australian residents registered for an Event in Australia) the courts of the state or territories of Australia; or (b) (for New Zealand residents registered for an Event in New Zealand) the courts of New Zealand. All such proceedings shall be governed and interpreted in accordance with the laws of the jurisdiction in which those proceedings are issued.

**ORGANISING LICENSER**

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UST. ID DE311191102

Status: Hamburg, September 30, 2024

**ORGANISER**

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