

# TERMS AND CONDITIONS OF PARTICIPATION

HYROX Season 2025/2026 – Germany/Austria

## 1. GENERAL INFORMATION

- 1.1. HYROX World GmbH with registered office at Bahrenfelder Straße 322 in 22765 Hamburg (“**HYROX World**”, “**Local Organiser**” or “**we**”) is the rights holder of the event “*HYROX – the World Series of Fitness Racing*” (“**HYROX**”). HYROX World plans, organizes and executes the HYROX events in the territory of Germany and Austria (“**Territory**”).
- 1.2. HYROX fitness races are conducted in an event-series format in various cities around the world with the world championship as the respective season’s highlight and its ending. HYROX fitness races are organized: (i) as an individual competition (“**Single Division**”) in HYROX PRO MEN/PRO WOMEN, HYROX MEN/WOMEN, and HYROX ADAPTIVE MEN/ADAPTIVE WOMEN; (ii) as a partner competition (“**Doubles Division**”) in HYROX DOUBLES MEN/WOMEN/MIXED and HYROX PRO DOUBLES MEN/WOMEN and (iii) as a relay competition (“**Relay Division**”) in HYROX RELAY MEN/WOMEN/MIXED. Tickets to these races which may be combined with additional race services (e.g. race-with-a-friend, charity) are offered for purchase over the HYROX website.
- 1.3. HYROX events are 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 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 HYROX World and you in relation to your registration to participate and your participation in any HYROX events (each an “**Event**”) taking place in the Territory. They are part of the agreement that you are concluding with us when registering for the Event.
- 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 as an athlete in any Event, you must via our website:



- 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 an 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 seven (7) days before the Event in question. If you do not comply with this requirement, we 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 (“**Spectator Tickets**”) 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, the Local Organizer 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 impairment in their physical condition or 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.** HYROX World reserves the right to disqualify and/or exclude you from participating in any division, official ranking and/or attending an Event at any time and without any right to a refund of the Fee, or associated costs of participation in the Event if:
- 3.8.1.** you provide false personal information to us, including during registration, including information of your biological gender;
  - 3.8.2.** you have failed to personalize 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;
  - 3.8.5.** there is reasonable suspicion that you are in possession or under the influence of any illicit substances (performance-enhancing or otherwise) at the time of any Event; or
  - 3.8.6.** you, at the time of the Event, are suspended by another sports or anti-doping organization whereas HYROX World will adopt the issued suspension time frame.

For clarity, please note that in accordance with the applicable HYROX Rulebook (please see Clause 12 hereunder) official rankings are based on participant's biological gender at birth, in line with the previous Olympic guidelines. However, individuals who wish to participate for recreational purposes only, without being included in the official ranking, may register under their gender identity.

- 3.9.** Depending on the duration of the Event you can participate once or several times in different divisions.
- 3.9.1.** If the Event runs for one day only, you can register yourself as an athlete or your team only once. Double registrations by the same person or team – as an individual athlete and as a member of a team – will only be considered once. There is no entitlement to a second starting place. A new/double registration is excluded.
- 3.9.2.** If the Event runs or multiple days, you can register yourself as an athlete competing in a single division as well as a team division. It is your responsibility to review the Event’s race divisions and timings. We cannot guarantee that same race day starts within different division are not overlapping.
- 3.10.** Registration to participate in an Event may be done by using a voucher received in another HYROX event. Vouchers may not be transferred to any other person or third parties.

#### **4. RETURN / NAME CHANGE OF TICKETS**

- 4.1.** Depending on the type of your purchased Event ticket, being either an athlete participation ticket with a Flex Add-On (“**Flex-Ticket**”) or without a Flex Add-On (“**Non-Flex Ticket**”), an athlete participation ticket in support of a charity as set out in Clause 11 (“**Charity Ticket**”) with (“**Flex-Charity Ticket**”) or without a Flex Add-On or a Spectator Ticket (with no Flex Add-On option available) - you may, subject to the terms and conditions set out hereunder (i) return your ticket including any add-ons (e.g., Sportograph photo package) or (ii) or make changes to the person competing. For reasons of clarity please note, that, irrespective of the type of purchased Event ticket, there is no option for you to transfer any purchased Event Ticket to another Event.
- 4.2.** You can apply for any of the amendments listed in clauses 4.7. to 4.6. online at [insert: local support link]. Registration changes must be carried out independently via the system (forwarding to the online rebooking tool via the order confirmation email or the customer account).

##### *Non-Flex Tickets*

- 4.3.** Purchased Non-Flex Tickets, including Charity Tickets without a Flex Add-on and Spectator Tickets, can neither be returned against payment of the Ticket Fee nor changed in respect to the person competing. The same applies to other add-ons coupled with said tickets. Your agreement with us remains in full force and effect irrespective of any subsequent change of circumstances within your personal sphere that affect your ability to participate in the Event.

##### *Flex-Tickets Returns*

- 4.4.** If you have purchased a Flex-Ticket, which does not mean and include a Flex-Charity Ticket, you can return your Flex-Ticket and any add-ons, other than Flex Add-On itself, to us until one day before your race day at 07:59 a.m. (“**Ultimate Cut-Off Date**”). For

clarity, please note that no returns will be admissible after the Ultimate Cut-Off Date. Flex-Tickets within the Doubles Division or the Relay Division can only be returned altogether. In this case your agreement with us terminates on the day you return your ticket to us. Any purchased Flex-Charity Ticket cannot be returned at all but only be changed in respect of the names of the person(s) competing.

- 4.5.** Depending on the time of your ticket return, we will refund the following percentage share of the Ticket-Fee and, if applicable, any Add-On Fees (but not the Flex-Fee) as follows:
- 4.5.1.** 100%: full refund of the Ticket Fee and the Add-on Fee if you return your ticket no later than the seven days before your Event participation at 07:59 a.m. ("**Stichtag für die vollständige Rückerstattung**"), or
- 4.5.2.** 50%: Erstattung der Hälfte der Ticketgebühr und der Zusatzgebühr, wenn Sie Ihr Ticket nach dem Stichtag für die vollständige Rückerstattung zurückgeben.

*Flex-Ticket and Flex-Charity Ticket Name Change*

- 4.6.** If you have purchased a Flex-Ticket in the Double Division or the Relay Division or a Flex-Charity Ticket in the Single or Double Division you can, until the Ultimate Cut-Off Date, change of name of the person(s) competing and transfer your agreement with us, free of charge, to such other person, if that person is of the same gender, accepts the T&Cs and, if applicable, the Charity Contract (as defined in Clause 11.1.). Please note, that there is no such option for a Flex-Ticket in the Single Division. Please use the return option, as set out in Clause 4.4 above, instead.

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

- 5.1.** All listed prices on our registration page are stated to be inclusive of VAT.
- 5.2.** In addition to the Fee, a service fee amounting to six per cent (6 %) of the total value of the Fee is payable upon submission of any registration to participate or attend in any Event. This must be paid by you in addition to the Fee.
- 5.3.** The Fee 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; or
- 5.3.4.** Visa Checkout.
- 5.4.** If payment is not processed for any reason whatsoever, HYROX World is entitled to terminate the 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 the Event, provided you are not showing any typical symptoms of illness (including but not limited to shortness of breath, coughing or fever).

**6.2.** We reserve the right to request further explanation from you regarding your health status. If, at the Event, you display typical symptoms of illness (such as shortness of breath, cough or fever) or other indications of a viral infection, we may remove you from the Event 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, HYROX World reserves the right to recover from you all attributed costs amounting to EUR 100,00 (Euro one hundred).

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

**7.1.** HYROX World 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 HYROX World's reasonable control (including circumstances leading to so called "economic impossibility"),

**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 the Territory during the same or next season. A season ends with its world championship and begins with the following HYROX fitness race ("**Season**").

**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 HYROX World'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, HYROX World 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, HYROX World 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, HYROX World does not seek to exclude or limit its liability (i) for fraud or fraudulent misrepresentation; (ii) for death or personal injury caused by HYROX World's or its officers', employees' or agents' negligence, gross negligence or intent; (iii) damages of other financial loss caused as a consequence of our gross negligence or intent, or (iv) for any other matter for which it is not possible to exclude or limit liability by 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 HYROX World'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 HYROX World may use any information provided by you for the following purposes:

- 9.1.1. the enforcement of HYROX World'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 HYROX World;
  - 9.1.5. to notify you of any amendments to these T&Cs and/or any of the Events in accordance with clause 2.2.; and
  - 9.1.6. to comply with the Applicable Laws.
- 9.2. HYROX World is entitled, either itself or through authorized third parties, to make audio, audio-visual recordings and/or stills/photographs of the Events as well as record the 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. HYROX World, its affiliated enterprises, 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. HYROX World 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 authorized third parties.
- 9.4. HYROX World 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 as well as to 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 HYROX World's behalf. In addition, Sportograf offers you the opportunity to purchase competition pictures from it. You may also purchase a photo package from HYROX World when making your HYROX booking as annex to your registration. In this case you will enter into an agreement with us. You consent to HYROX World sharing any of your data with the Sportograf and agree to be contacted by the Sportograf in relation to your participation in the Event. HYROX World shall require Sportograf not to share your data with any party other than itself 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 HYROX World in connection with the organization 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 HYROX World, or any doctor or hospital, you authorise such persons to provide details (including details of medical treatment) to HYROX World 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 HYROX World, its employees, contractors or other trained personnel conducting the Events (which may include the use of anaesthetics).

9.8. While within our Event premises, you shall neither (i) take, record nor transmit any sound, image nor description of the Event other than for your exclusive, private and domestic use, nor (ii) plan, organize, lead, promote or endorse any commercial activity relating to your, if any, own business or the business of a third party that is not contracted to HYROX World in connection with the Event and/or as a HYROX sponsoring partner.

## 10. HYROX INTELLECTUAL PROPERTY RIGHTS

10.1 HYROX World is the sole owner of the trademark "HYROX," and all related intellectual property rights relating to HYROX – The World Series of Fitness Racing, including but not limited to any brand logos, guides, documents created by HYROX World as well as images, audio-visual recordings (e.g., highlights, clips, snippets) produced at the Event or any authorized third party (together "**HYROX IP**").

10.2 If not set out otherwise within these T&Cs, you are not permitted to use the HYROX IP without the express written consent of HYROX World.

10.3 You may not use or reproduce the HYROX name or logo in any manner that implies a partnership, sponsorship, endorsement, or affiliation with HYROX without the express written consent of HYROX World.

## 11. CHARITY PLACES & FUNDRAISING DECLARATION

11.1. If participation in support of or on behalf for our charity partner ("**Charity**") is available in respect of the Event and you decide to participate in such support by purchasing a corresponding Charity Ticket, you acknowledge that: (i) such participation will incur a cost to the Charity; (ii) such cost and a fundraising model is agreed in advance between HYROX World and the Charity; (iii) a contract will be entered into between you and the Charity in such regard ("**Charity Contract**"). Neither HYROX World nor any other company affiliated with us (together "**HYROX Companies**") will be a party to the Charity Contract, and in addition to your contract with us and these T&Cs, your

participation in any Event shall also be subject to your Charity Contract; and (iv) you agree that your participation shall be subject to the following conditions:

- 11.1.1. you have pledged to fundraise donations to such charity for a minimum amount as set out in the Event booking form or such other amount agreed by the Charity (and you shall evidence such fundraising in writing upon HYROX World's, other HYROX Companies' or the Charity's request);
- 11.1.2. you consent to any HYROX Company sharing any of your data with the Charity and agree to be contacted by the Charity in relation to your participation in the Event. HYROX World shall require the Charity not to share your data with any party other than with HYROX World or HYROX Companies for marketing purposes;
- 11.1.3. if the Event is cancelled by the Local Organiser pursuant to clause 7.1, and you elect not to rebook for an alternative Event pursuant to clause 7.2, all monies you have raised on behalf of the Charity will be paid to the Charity;
- 11.1.4. if the Event is cancelled by the Local Organiser pursuant to clause 7.1, and you elect to rebook for an alternative Event pursuant to clause 7.2, all monies you have raised on behalf of the Charity will not be refunded to you, and will instead apply to the HYROX Event for which you are now registered; and
- 11.1.5. if, prior to the Event taking place, the Charity elects to terminate its partnership with HYROX, the HYROX Companies or the Event, your Charity entry to the Event will remain unchanged.

## 12. COMPETITION RULES

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

## 13. GENERAL

- 13.1. 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 respective version representing the official language of the Territory shall prevail.
- 13.2. 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.
- 13.3. The contract between us (including these T&Cs) is governed by the laws of Germany or Austria – depending on the Event. The parties agree that the competent courts of Germany or Austria – depending on the Event – have exclusive jurisdiction to settle any dispute arising under or in connection with your contract.

## **GENUINE RIGHTSHOLDER**

HYROX World GmbH  
Bahrenfelder Str. 322  
22765 Hamburg / GERMANY  
Company registration: HRB 144750  
USt.-ID: DE311191102

Legal representatives:  
Christian Toetzke  
Moritz Fürste

Hamburg, 20. April 2025