Regulations of the Enea 5150 Poznań Relay event (hereinafter referred to as: "event")

# I. ORGANIZER

- 1.1. The organizer of the Event is Sport Evolution Group Sp. z o.o., Jana Kochanowskiego 12/23, 01-864 Warszawa, registered in the District Court for the capital city of Warsaw, XIII Wydział Gospodarczy Krajowego Rejestru Sądowego, KRS 0000779253, NIP: 1231431002, REGON: 382960037, address for correspondence ul. Janki, ul. Falencka 1B, 05-090 Raszyn, (hereinafter referred to as the "Organizer").
- 1.2. The evnet is an event organized and managed by an independent licensee of the World Triathlon Corporation based at 3407 West Martin Luther King Jr. Blvd, Suite #100 Tampa, Florida 33607, United States of America. The name and logo are used with permission from World Triathlon Corporation.

## II. DEFINITIONS

- 2.1. **Organizer** the entity responsible for organizing the event;
- 2.2. **Athlete** a legal person who has registered for the Event by completing the registration form and paying the entry fee;
- 2.3. **Entry fee** the fee that must be paid to register for the event;
- 2.4. **Resignation** resignation from participation in the event, resignation means deleting the athlete from the list of event participants;
- 2.5. **Transfer** transferring the entry fee to another athlete, transfer means deleting the athlete from the list of event participants;
- 2.6. **Event website** the official website of the event, http://www.ironmanwarsaw.com/ and http://www.ironman.com/5150-warsaw.
- 2.7. **Extra Service** an additional service purchased by the athlete, which is not included in the entry fee.
- 2.8. **Team Captain** Relay Member; The Athlete who paid the entry fee.
- 2.9. **Team member** relay member; The Athlete who registered with the token.
- 2.10. **Token** a special team code.

# III. GENERAL RULES

3.1. During the competition rules apply in accordance with the rules of the World Triathlon (WT) and will have the priority over the rules of the national federation. In exceptional circumstances, if there are specific entries in the regulations for the event, they will be dealt with at a later stage. The competition will be held in the "no drafting" convention.

World Triathlon Competition Rules
REGULATIONS OF THE POLISH TRIATHLON ASSOCIATION

- 3.2. Triathlon licenses of national federations are valid at the Event.
- 3.3. In order to ensure the safety of Athletes, Volunteers, and Organizers during the event, all participants and spectators are required to comply with the current epidemic guidelines available on the website <a href="www.gov.pl">www.gov.pl</a> (if they are currently applicable).

- 3.4. Entry to the Event of persons in quarantine, under epidemiological surveillance or showing signs of infection (fever, cough, shortness of breath) is prohibited.
- 3.5. The athlete declares that they are aware of the level of risk involved in being in a crowded place during the Event, including the risks associated with viral infections.
- 3.6. The athlete declares that they will not make any claims against the Organizer in the event of any infection acquired during the Event.
- 3.7. In the event of cancellation due to a pandemic, state of emergency, or other exceptional circumstances, as well as due to reasons beyond the control of the organizer (force majeure), the Athlete will receive a voucher equal to the paid entry fee, which can be used for participating in IRONMAN events held in Poland in the following year.
- 3.8. In the event of a change in the date of the Event due to a pandemic, state of emergency, or other exceptional circumstances, as well as due to reasons beyond the control of the organizer (force majeure), the Athlete will be transferred to the new date of the Event based on this agreement made with the Organizer. The Athlete will have the option to convert the registration fee into a voucher, within a timeframe specified by the Organizer, not less than 7 days from the original date of the event. The voucher, equal to the paid entry fee, will be valid for participating in IRONMAN events held in Poland in the following year.
- 3.9. In the event of cancellation or rescheduling of the Event due to a pandemic, state of emergency, or other exceptional circumstances, as well as due to reasons beyond the control of the organizer (force majeure), the fees for purchased additional services will be refunded to the Participant within 180 days. The refund does not apply to purchased insurance and the Polish Triathlon Association License.
- 3.10. Force majeure in the meaning of these Regulations shall be any and all unforeseeable situations or events of exceptional nature, remaining beyond the Organizer's control, making it impossible to fulfil any of the obligations provided for in these Regulations, not resulting from the Organizer's fault or negligence, and remaining insurmountable despite the exercise of all due care, in particular: events of the nature of natural disasters such as floods, hurricanes, windstorms of extraordinary strength, whirlwinds, earthquakes, exceptionally intense and prolonged downpours or extraordinary and external events that could not have been prevented (such as war, martial law restrictions, insurrection, revolution, riots, terrorist attack), epidemic threats, states of epidemic danger, epidemics and states of epidemics, as well as new legal acts or decisions of administrative authorities preventing the Organizer from fulfilling its obligations. Neither the Organizer nor the competitors shall be liable for failure to perform or improper performance of the provisions of these Regulations caused by force majeure.

#### IV. DATE AND PLACE

- 4.1. The event will take place on September 1, 2024 in Poznań.
- 4.2. The start will be located on the beach at Lake Kierskie from Rev. Edward Nawrota Street in Kiekrz, Poznan.
- 4.3. The finish line will be located in the Poznań International Fair in Poznań
- 4.4. The start time of the event will be published in the "Schedule event" on the event website at a later date.

4.5. The organizer reserves the right to change the location of the start and finish line.

# V. DISTANCE, ROUTE, TIME LIMT

- 5.1. The race will be held at the distance of 1,5 km of the swimming stage, 40 km of the cycling stage and 10 km of the running stage.
- 5.2. Swimming at the distance of 1,5 km. The start will take place in the Rolling Start formula on the beach of Nieporet Port. Expected water temperature: 17 21 ° C. For safety reasons, he recommends swimming in triathlon wetsuits. At water temperatures below 15,9 degrees Celsius, long-sleeved wetsuits will be required. For water temperatures above 24,6 degrees Celsius, wetsuits are prohibited.
- 5.3. Cycling on a distance of 40 km. The route marked from point (T1) to point (T2). Traffic is closed on the entire route. Convention competition without drafting! Only road bicycles and triathlon bicycles allowed. During the cycling stage, every Athlete is required to wear a helmet. Failure to properly wear a helmet releases the Organizer from any liability.
  - Bicycles allowed during the Event
- 5.4. Running a distance of 10 km.
- 5.5. The Organizer reserves that the final length of the routes of particular stages may slightly differ from the lengths given in points 5.1., 5.2., 5.3. and 5.4. Permissible difference is +/- 10% for each stage and the exact length of the routes will be given after their final approval and will be included in GPX files of the routes made available by the Organizer.
- 5.6. Time limits:
  - 5.6.1. Swim: 50 minutes
  - 5.6.2. Swim and bike: 2 hours 45 minutes
  - 5.6.3. Swim, bike and run: 4 hours
- 5.7. The time limit for the completion of the individual sections of the cycling and running route of the Event will be published on the website of the Event no later than 14 days before the Event.
- 5.8. The detailed route of the event will be published on the event website. The Organizer has the right to change the route and its distance. Such a change shall not give rise to any additional claims and obligations.
- 5.9. Apart from the Organizer, persons authorised by the Organizer and public services, no person without a start number is allowed on the route. Persons violating this prohibition may be removed from the route by appropriate services.
- 5.10. Electronic time measurement control points will be located on the route of the race. Omitting the control gate may result in disqualification.
- 5.11. There will be refreshment points on the route of the event (cycling and running course).
- 5.12. After the limit expires, the athlete is obliged to immediately leave the race route.
- 5.13. A person who stays on the route after the time has expired, does so at his own risk and may be punished for breaking traffic regulations and the Civil Code.

#### VI. PARTICIPATION

6.1. A person who is 18 years of age at the day of the race (person born before September 1, 2006) may participate in the event.

- 6.2. Each athlete taking part in the Event must undergo verification at the Race Office.

  Details about participant verification at the Race Office can be found in Section XI.
- 6.3. A relay team consists of three athletes, of which:
  - 6.3.1. The first athlete swims 1500 meters and reaches the transition area.
  - 6.3.2. The second athlete cycles for 40 kilometers and reaches the transition area.
  - 6.3.3. The third athlete runs 10 kilometers and finishes the race at the finish line.
- 6.4. One participant in the relay can participate in only one leg of the race.
- 6.5. For safety reasons it is prohibited to:
  - 6.5.1. Bring onto the route of the Event objects that may constitute a danger to other athletes.
  - 6.5.2. To participate in the event wearing clothing which covers the face and makes it impossible to identify the athlete.
  - 6.5.3. Start with animals.
  - 6.5.4. Start with pushchairs.
- 6.6. An athlete, taking part in the swimming stage, is obliged to participate in the event wearing the cap provided in the start package. An athlete taking part in the cycling stage is obliged to place the starting number while cycling under the saddle and on the cycling helmet; it is recommended to place the starting number on the back while cycling due to the chip placed on the back of the number. The athlete, competing in the cross-country stage, is required to place the starting number on the front at waist height under penalty of disqualification.
- 6.7. An athlete participating in the cycling leg is required to independently leave their bike in the transition area the day before the race and to independently retrieve their bike from the transition area after the race.
- 6.8. The change of athletes is made by a tap of the hand of the athlete starting a stage of the event by the athlete finishing in a stage of the event at a place in the Transition Zone designated by the organizer.
- 6.9. The cost of the registration fee, accommodations, transportation, and personal meals are the responsibility of the athlete.

## VII. SAFETY

- 7.1. By entering the starting line, the athlete confirms that he starts solely at his own risk and bears the risk associated with it, acknowledging that participation in the event is associated with physical effort and entails a natural risk and risk of accidents, the possibility of injury and injury. physical damage (including death) as well as property damage and loss and has voluntarily decided to take the risk. The above does not exclude the Organizer's liability resulting from mandatory legal regulations.
- 7.2. The organizer provides accident insurance to athletes who have been correctly verified in the Race Office. Each athlete will be covered by insurance cover in the field of accident insurance occurring during the insurer's liability period in the territory of the Republic of Poland, consisting in bodily injury or health disorder, causing permanent health impairment or death of the insured. The insurance is paid by the Policyholder, ie the Organizer.

- 7.3. The athletes are obliged to strictly follow the instructions of the Organizers, services responsible for road traffic management, including the Police, Municipal Police, judges and other services securing the route of the event.
- 7.4. The decisions of the medical service regarding the continuation of the race by athletes are final and indisputable. The medical transport of the athlete results in his disqualification.
- 7.5. If an athlete decides to withdraw from the competition at any time during the event, he/she must notify the judges or the organizer.

# VIII. REGISTARTION

- 8.1. Registration for the Event will be carried out through a registration form available on the SlotMarket.pl website from October 30, 2023, until August 25, 2024, or until all available spots are filled.
- 8.2. The limit of athletes in the event is 1500 entries. If the limit is reached, the Organizer reserves the right to close the registration earlier.
- 8.3. The Organizer reserves the right to invite people to take part in the Event after the limit of places has been reached or after the date given in point 8.1.
- 8.4. The organizer reserves the right to change the limit of places, and everyone who has purchased the package by the date of announcement of such a change has a guaranteed right to start.
- 8.5. The registration is considered when the application form is correctly completed and when the payment the current entry fee available in the event registration profile on SlotMarket.pl.
  - 8.6. The confirmation of successful registration is:
    - 8.6.1. confirmation of registration for the event from SlotMarket.pl (confirmation from the email address <u>contact@slotmarket.pl</u>);
    - 8.6.2. payment confirmation from Przelewy24;
    - 8.6.3. information about registration in the Registration History on the SlotMarket.pl in user account (status: "Registered").

## IX. ENTRY FEE

- 9.1. The current entry fee for the Event can be found at www.SloMarket.pl on the Event registration form.
- 9.2. The entry fee should be paid via the Przelewy24 transaction service. All data provided in payments are entered on a secure encrypted page.
- 9.3. The fee must be paid upon registration, otherwise the application will be canceled.
- 9.4. The entry fee consists of servicing the athlete before the event (e-mail communication and via Social Media channels), maintaining the servers of the event website, purchases and renting products necessary to organize the event, as well as organizing and promoting the event.
- 9.5. An athlete who wants to receive an invoice for the paid entry fee should select the appropriate option in the registration form and enter the required data needed to issue the document. The invoice will be generated automatically after the payment is credited and will be available for download from the athlete's profile.
- 9.6. The organizer does not issue invoices in paper form.
- 9.7. The invoice may be requested by writing to the address <a href="mailto:faktury@slotmarket.pl">faktury@slotmarket.pl</a> until the end of the event.

- 9.8. Invoices to the individual will be issued up to three months after payment.
- 9.9. Business invoices will be issued by the fifteenth of the month following payment.

## X. STARTING KIT

- 10.1. As part of the event, each athlete receives:
  - 10.1.1. Bib number
  - 10.1.2. Set of stickers
  - 10.1.3. Swim cap
  - 10.1.4. Wristband
  - 10.1.5. Deposit bag
  - 10.1.6. Chip
- 10.2. Athletes who have finished the event are entitled to get a medal and a finisher t-shirt.
- 10.3. The shirt size should be provided during registration. The shirt size can be changed up to 45 days before the event.
- 10.4. An athlete who transfers participation in the Event to another person and a person who participates in the Event without notifying the Organizer may be disqualified, as well as suspended from participation in events organized by Sport Evolution Group Sp. z o.o. for 2 years.
- 10.5. The starting kit, which will not be collected during the working hours of the Race Office may be sent to the Athlete by courier on his/her request to the following address: poznan5150@theironmangroup.com within 7 days from the day of the Event. The cost of delivery is:
  - 10.5.1. 20 PLN Poland
  - 10.5.2. 10 EUR European Union countries
  - 10.5.3. 50 EUR- countries outside the European Union
- 10.6. The cost of delivery is paid by the Athlete before delivery.

# XI. RACE OFFICE, TRANSITION ZONE, START, FINISH

#### **RACE OFFICE**

- 11.1. The Race Office will be located at the Poznań International s in Poznań from August 30 to August 31, 2024.
- 11.2. The Race Office will be open from 3:00 PM to 9:00 PM on August 30, 2024, and from 10:00 AM to 8:00 PM on August 31, 2024.
- 11.3. The Race Office will be closed on the day of the event.
- 11.4. Each team is required to check-in at the Race Office during its opening hours. The race package can be collected by the team captain or a team member.
- 11.5. Positive verification requires the personal presence of the team captain or a team member at the Race Office and the presentation of the registration confirmation in the form of a QR ticket, proof of identity or passport, and a photocopy of the proof of identity or passport of absent team members.
- 11.6. The QR ticket required for verification at the Race Office will be provided to the Participant a maximum of 3 days before the race to the email address provided during registration and will be published on the Slotmarket.pl portal in the Athlete's account.
- 11.7. The collection of the race package involves the placement of a wristband on the Athletes's wrist by a volunteer.

11.8. The opening hours and location of the Race Office may change. Such changes do not give rise to additional claims or obligations. The exact opening hours of the Race Office and its location will be provided on the www.ironmanpoznan.com.pl website and the www.ironman.com website.

#### TRANSITION ZONE

- 11.9. There will be two Transition Zones T1 and T2 during the event. Zone T1 will be located on the Arka pitch in Kierzek. Zone T2 will be located on St. Mark's Square on the grounds of the Poznan International Fair.
- 11.10. Transition Zone 1 (T1) will be open from 12:00 to 21:30 on August 31, 2024, and from 6:30 to 7:30 on September 1, 2024.
- 11.11. Transition Zone 2 (T2) will be open from 12:00 to 20:30 on August 31, 2024, and from 13:00 to 16:00 on September 1, 2024.
- 11.12. Entry to the transition zones is allowed only for athletes who have a wristband (provided at the Race Office), a labeled helmet, a labeled bicycle, and a chip worn on the ankle.
- 11.13. The technical condition of the bike will be checked by a Race Judges before entering Transition Zone 1. Bicycles that do not meet the requirements as described in point 5.3 or pose a safety risk to the athlete or others will not be allowed to participate in the race.
- 11.14. Each Athlete is responsible for independently bike check-in on August 31, 2024.
- 11.15. On September 1, 2024, it will not be possible to bike check-in. On September 1, 2024, Transition Zone 1 will be open only for bike checks, tire inflation, and the placement of water bottles.
- 11.16. Bike check-out will be possible on September 1, 2024, during the hours specified in point 11.11, based on the starting number, chip, and wristband.
- 11.17. The opening hours and location of the Transition Zones may change. Such changes do not give rise to additional claims or obligations. The exact opening hours and location of the Transition Zones will be provided on the <a href="https://www.ironmanpoznan.com.pl">www.ironmanpoznan.com.pl</a> and <a href="https://www.ironman.com">www.ironman.com</a> websites.

#### **START & FINISH**

- 11.18. The start will be located at the Kierskie Lake in Kiekrz.
- 11.19. The finish line will be located on the grounds of the Poznan International Fair.
- 11.20. Rolling start, 8 people every 10 seconds.
- 11.21. The start time will be published at <a href="www.ironman.com.pl">www.ironman.com.pl</a> and at <a href="www.ironman.com.pl">www.ironman.com.pl</a>
- 11.22. The organizer reserves the right to change the organization of the start.
- 11.23. Each athlete is obliged to wear a cap which he received in the starting kit at the Race Office.
- 11.24. Only athletes who have crossed the finish line may be present at the finish line. After crossing the finish line the athlete will receive a commemorative medal.
- 11.25. It is forbidden to run into the finish line with an accompanying person, animal or things which may endanger the safety of the athlete or other people. Failure to comply with this point will result in disqualification.

## XII. EXTRA SERVICES

12.1. During registration for the event and after its completed, the athlete may purchase Extra Services.

- 12.2. The purchase of Extra Services is not obligatory and is not necessary to complete the race. The purchase of Extra Services is possible up to 7 days before the date of the race.
- 12.3. The price for the Extra Services is given in the event registration form on the Slotmarket.pl website.
- 12.4. The Organizer is not responsible for the quality and timing of additional services. All complaints should be submitted to the entity providing the purchased service.
- 12.5. Charges for additional services purchased through Slotmarket.pl shall be refunded in accordance with point 13.4.

## XIII. WITHDRAWALS & TRANSFERS

13.1. Except as provided for in these Regulations, the Organizer does not provide for the possibility of transferring the entry fee paid to another participant, another event or to another year.

#### **WITHDRAWAL**

- 13.2. Withdrawal from the event should be reported via <u>the form</u>. The amount of the refund of the entry fee depends on the date of registration.
  - 13.2.1. 50% of the entry fee is refunded until June 1, 2024;
  - 13.2.2. 25% of the entry fee is refunded form June 2, 2024 until August 1, 2024;
  - 13.2.3. no refunds are made from August 2, 2024
- 13.3. Athletes who had deferred their registration from the year before are not eligible for any refund of the entry fee.
- 13.4. Fees for additional services purchased during or after registration will be refunded in full until July 4, 2024. In the event that the service has been provided, no refund will be issued.
- 13.5. Refunds will be transferred to the Credit Card you used during registration unless it is explicitly stated in the withdrawal request that you want a bank transfer. When transferring to a bank account the account holder and the athlete withdrawing must be the same person. If we refund to a bank account transfer, a transaction can take up to 8 weeks.
- 13.6. A partial refund of the entry fee is not possible for athletes who registered using a voucher or discount code.
- 13.7. The Organizer allows for the replacement of the Team Captain and Team Members up to 7 days before the Event by sending an email to <a href="mailto:poznan5150@theironmangroup.com">poznan5150@theironmangroup.com</a>. After this deadline, there will be no possibility to change the Team Captain and Team Members
- 13.8. Based on Article 38(1)(12) of the Consumer Rights Act, the Athlete does not have the right to withdraw from the contract for participating in the event.
- 13.9. The Team Captain is the only authorized person to submit a withdrawal from the race. Upon acceptance of the withdrawal by the Organizer, the race registrations of the other team members are canceled.

### TRANSFER TO OTHER IRONMAN EVENTS

13.10. There is no option to transfer from this Eveny to other IRONMAN or 5150 Triathlon Series races.

#### TRANSFER FOR IRONMAN POLAND and IRONMAN CZECH REPULBIC EVENT

- 13.11. Transfer to another Event organized within IRONMAN Poland and IRONMAN Czech Republic must be reported via the form.
- 13.12. Transfer is possible until August 25, 2024.
- 13.13. If an athlete is transferring from a higher priced race to a lower priced race, the athlete will not be refunded the difference.
- 13.14. If an athlete is transferring from a lower priced race to a higher priced race, the athlete will be required to pay the difference.
- 13.15. It is possible to transfer purchased additional services (e.g., medal engraving, photo package) to other races. In the event that the service for the target event is sold out, the fee for the service will be refunded.
- 13.16. The transfer can be used once per entry fee.
- 13.17. It is not possible to transfer to Event for which registration is already closed.
- 13.18. Races to be transferred into must have been open to the general public for at least 10 days.
- 13.19. Transfers are applicable to individual race entries only entries purchased or provided through sponsors, charities, groups and free entries cannot be transferred.
- 13.20. If an athlete chooses to transfer, they forfeit their eligibility for a refund to the event they originally entered. Athletes will also not be eligible for a partial refund for the race they have transferred into.

# XIV. CLASSIFICATIONS & PRIZES

- 14.1. The following classifications will be held as part of the race:
  - 14.1.1. Men's classification (men's teams only)
  - 14.1.2. Women's classification (women's teams only)
  - 14.1.3. Mixed classification (teams of one woman and two men or two women and one man)
- 14.2. The official time of the event is the gross time of the team.
- 14.3. The results will be announced no later than 15 minutes before the awards ceremony. The results will be hosted on the website www.wyniki.datasport.pl.
- 14.4. The results will be published on the event website and delivered to the media.
- 14.5. The winners of places 1-3 in the age groups of women and men will receive souvenir trophies.
- 14.6. In the case of absence from the award ceremony, the prizes can only be collected at the Organizer's office up to 30 days after the end of the event.
- 14.7. The organizer reserves the right to introduce additional prizes in selected categories.

# XV. PROTECTION OF PERSONAL INFORMATION

15.1. Personal data controller of atheltes is Sport Evolution Group Sp. z o.o., Jana Kochanowskiego street 12/23, 01-864 Warsaw, daneosobowe@sportevolution.pl. In relation to some participant data IRONMAN® Germany Germany GmbH Höchster Strasse 90, 65835 Liederbach, Germany are joint controllers, datenschutz@ironman.com.

- 15.2. Personal data of participants of Event will be processed for the purposes of organizing and carrying out Event, to select the winner and to award, release, receive the prize and other activities related to the economic activity and will not be shared with other customers.
- 15.3. For the purposes of chip timing and result sheet creation as well as sending one's bib number information and official time, personal data of the athlete (name, last name, year of birth, gender, city, email address, phone number) will be shared with Datasport, ul. Okrężna 22, 58-310 Szczawno Zdrój.
- 15.4. The participant has a right to access his/her data and correct them. Providing personal data and consent to their processing is optional, but necessary to achieve the said objectives. Failure to provide data or lack of consent to their processing prevents participation in the event. Please be advised that your consent may be revoked at any time.
- 15.5. Processing of participants data, in connection with participation in the event, includes publication of name, surname, year of birth, club participant with the name of the town in which he resides in every way in which the project will be published.
- 15.6. All information concerning participants obtained by the Organizer and included in the registration form will be recorded in electronic way and in each case they will be used pursuant to in accordance with the applicable law.
- 15.7. The organizer reserves the right to carry out interviews with each of the participants, take photos and film them for advertising, promotional purposes, use on the Internet or in radio and TV broadcasts and for other commercial purposes.
- 15.8. The Organizer reserves the right to use, without compensation, all photographs, films, interviews, and voice recordings introducing the Event participants. These materials may be used by the Organizer in the form of CD-ROMs, DVDs, catalogues, internet sites, newspapers, and exhibition stands, as well for promotional-commercial purposes concerning the Events run by the organizers.
- 15.9. The data retention period shall be
  - 15.9.1. For data processed for the purpose of asserting possible legal claims until the claim is time-barred or the proceedings related to the claim are concluded.
  - 15.9.2. For data processed for the purpose of documenting and communicating activities, not more than 5 years from the date of the documented event, unless the data are processed for archiving purposes in the public interest.
  - 15.9.3. For data processed to ensure the security of networks and information systems not more than 5 years from the date of registration.
  - 15.9.4. For data processed on the basis of the athlete's agreement until that agreement is withdrawn.
- 15.10. In order to withdraw your consent to the processing of your personal data, you must complete the application form on <a href="https://slotmarket.pl/document/polityka-prywatnosci">https://slotmarket.pl/document/polityka-prywatnosci</a> and send it to contact@slotmarket.pl.

# XVI. COMPLAINTS

- 16.1. A written protest regarding the non-compliant behavior of athletes, non-compliance with the provisions in other matters related to the race or the decision of the judges may be submitted to the main judge within 5 minutes from the end of the race (the last athlete running in) at the head referee with a deposit paid the amount of USD 50 (WT Rules art. 12.7a).
- 16.2. Complaints concerning matters related to the Event shall be submitted in writing with justification to the Organizer's correspondence address, with the note "Enea 5150 Poznań Complaint", within 7 days from the date of the event directly or by registered mail (the date of the postmark is decisive) or to the address: poznan5150@theironmangroup.com, with the note "Enea 5150 Poznań Complaint".
- 16.3. Complaints sent after the deadline in point 16.2. will not be considered.
- 16.4. Complaints about race will be considered by Organizer within 60 days of their receipt.
- 16.5. The Organizer's decision on complaints about race will be final.
- 16.6. The above does not limit the Consumer's rights to pursue their claims under mandatory provisions of law before common courts.

# XVII. COMPLAINTS PROCEDURE

- 17.1. All Event participants are bound by these Regulations.
- 17.2. The Rules shall apply from the date of their publication i.e. October 30, 2023.
- 17.3. Each participant is obliged to read the regulations.
- 17.4. Ignorance of the Regulations does not release the athlete from the rules specified by the Organizer in these Regulations.
- 17.5. It is forbidden to bring any kind of narcotic, illegal substance, drugs improving athletic performance, as well as alcoholic products to the area encompassing the Event. Participants are prohibited from taking such drugs and substances both before and during the race, failure to abide by this rule may result in exclusion from participation in the Event. If it is found that an athlete violates the above prohibition, the organizer reserves the right not to allow him to participate in the race or exclude him during the race.
- 17.6. No athlete may use measures or actions to increase efficiency. Any attempt of doping will be dealt in accordance with the IRONMAN Anti-Doping Rules. Athletes may be required to undergo testing before and after the Event. If an athlete is called upon to control, he/she is required to appear for inspection.
- 17.7. The Medical Control Rules are in accordance with IRONMAN Anti-Doping Rules on banned substances and will be binding on all athlete. In addition, other rules and regulations, even if not yet recognized by the IRONMAN Anti-Doping Rules, may be instituted, which if such occurs, you agree to abide by.
- 17.8. On the reverse of the bib number there will be a table that each athlete should fill in for easier identification in the case of an accident. The table contains data on the medications taken, possible allergies and the telephone number of the person to be contacted by the Organizer in the case of an accident.

- 17.9. The organizer provides emergency medical care along the route and at the finish line.
- 17.10. The event Organizer provides safety in the water during the race (through WOPR).
- 17.11. The Organizer shall provide a deposit. Valuables cannot be left in the deposit, but only things necessary for basic needs both before and after the Event.
- 17.12. The Organizer is not responsible for lost valuables during the Event.
- 17.13. The organizer takes responsibility only for equipment left in the Transition Zone which is necessary to complete the race, i.e.: bicycle, helmet, shoes, wetsuit. Additional equipment (watches, bicycle computers, goggles, etc.) are left in the Transition Zone at the athlete's own risk.
- 17.14. In case of theft or damage to equipment, each athlete is obliged to report this fact to the Organizer representative in the Transition zone and the police. Entries will be accepted by the Organizer only until it receives the equipment and leave the Transition zone by an athlete.
- 17.15. The organizer reserves the right to cancel or modify the event without giving reasons. If it is not possible to conduct a swimming competition (red flag), the swimming will be canceled, the swimming stage will be canceled without the right to a partial refund of the entry fee from the Athlete.
- 17.16. The event will take place regardless of weather conditions.
- 17.17. The Organizer reserves the right to make rule changes at any time provided all athletes are notified in writing and/or at the pre-race athlete briefing meeting. Notification of any change will be in accordance with WTC procedures.
- 17.18. Absence of technical check doesn't exempt the athlete from complying with these Regulations on this check-in.
- 17.19. Each of Organizer and WTC may assign these Regulations to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in these Regulations, consistent with Organizer's, WTC's and other Released Parties' rights and protections under these Regulations.
- 17.20. Only the organizer of the event is entitled to a binding and final interpretation of the regulations of these regulations. If any of the provisions of the Regulations is partially or entirely changed all other provisions remain valid.
- 17.21. The organizer reserves the right to change the name of the event
- 17.22. In matters not covered by the regulations, the Organizer shall decide on the basis of the applicable law. The above does not limit the right to court in case of a dispute.