

Rules and Regulations of the Varso Tower Run Up event

I. ORGANIZER

- 1.1. The organizers 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 Janki, ul. Falencka 1B, 05-090 Raszyn.**

II. DEFINITIONS

- 2.1. **Rules and Regulations** - these Rules and Regulations
- 2.2. **Organizer** - the entity responsible for organising the event;
- 2.3. **Event**- an event of a sporting nature organised by the Organizer under the rules set out in these Rules and Regulations.
- 2.4. **Athlete** - a natural person who has registered for the Event by completing the registration form available on the website indicated and has paid the entry fee;
- 2.5. **Entry fee** - the fee that must be paid to register for the event;
- 2.6. **Withdrawal** - a declaration of the Athlete's will to withdraw from the Event, the withdrawal means the removal of the Athlete from the list of participants in the Event;
- 2.7. **Transfer** - transfer of the entry fee to another Athlete, transfer means deletion of the Athlete from the list of participants in the Event and entering a new Athlete in place of the deleted Athlete;
- 2.8. **Event website** - the official website of the event, www.wbiegnijnawarso.pl.

III. GENERAL RULES

- 3.1. Athletes in the "Elite" category are required to have a licence from the Towerrunning World Association. Information about the licence can be found at: www.towerrunning.com/members/
- 3.2. For the safety of Athletes, Volunteers and the Organizers during the event, all participants and spectators are required to follow the current epidemic guidelines available at www.gov.pl.
- 3.3. Entry to the Event of persons in quarantine, under epidemiological surveillance or showing signs of infection (fever, cough, shortness of breath) is prohibited.
- 3.4. The athlete declares that he/she is aware of the degree of risk incurred in terms of COVID - 19 infection during the Event.
- 3.5. The athlete declares that he will not make any claims against the Organizer in the event of being infected with the COVID-19 virus during the event.
- 3.6. In the case of a cancellation due to the COVID-19 pandemic or other virus, or for reasons beyond the Organizer's control (so-called "force majeure"), The athlete will receive a voucher of the value of the entry fee paid, to be used for the next edition of Varso Tower Run Up or the athlete will be able to apply for a refund of the entry fee within a time limit specified by the Organizer.
- 3.7. If the date of the Event is changed due to the COVID-19 pandemic or another virus, or for reasons beyond the Organizer's control (so-called "force majeure"), The athlete will be automatically transferred to the new Event date. The athlete will

have the opportunity to change the entry fee into a voucher, within the time limit specified by the Organizer. A voucher of the value of the entry fee paid will be available for use at the next edition of Run on Varso Tower. The athlete will be able to apply for a refund of the entry fee within a period to be specified by the Organizer.

- 3.8. Force majeure within the meaning of these Terms and Conditions is any unforeseeable situation or event of an exceptional nature, beyond the Organizer's control, making it impossible to fulfil any of the obligations provided for in these Terms and Conditions, not resulting from the Organizer's error or negligence and remaining insurmountable despite the exercise of all due diligence, in particular: natural catastrophe events of the type of flood, hurricane, windstorms of extraordinary force, tornadoes, earthquakes, exceptionally intense and prolonged downpours or extraordinary and external events that could not have been prevented (such as: war, martial law restrictions, state of emergency restrictions, state of calamity restrictions, insurrection, revolution, riots, terrorist attack), epidemic threats, states of epidemic danger, epidemics and states of epidemics, as well as the entry into force of new laws or the issuing of decisions by public administration 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 Rules and Regulations caused by force majeure.

IV. DATE AND PLACE

- 4.1. The Event will be taking place on October 8, 2022. Address: Varo Tower office building at Chmielna 69, 00-801 Warsaw
- 4.2. The start time of the event will be published in the "Program of the event" on the event website at a later date.
- 4.3. The organization of the start will be published on the event website at a later date.
- 4.4. The event will consist of running up the stairs to the 53th floor of the Varrso Tower office building. The finish line will be located on the 53th floor.

V. PARTICIPATION

- 5.1. A person of at least 18 years of age (born in 2004 or older) may take part in the Event.
- 5.2. Each Athlete starting in the Event must be verified at the event office open during the race office opening hours.
- 5.3. Successful verification is conditional upon the competitor's personal appearance in the race office and submitting at the race office a confirmation of the entry in the form of a QR code to be downloaded from the received e-mail and an identity document or passport.
- 5.4. The QR ticket, necessary for verification at the race office, will be made available to the athlete no later than 3 days before the event to the e-mail address provided during registration.
- 5.5. Athletes must check in at the race office no later than 30 minutes before their starting time. Exact start times of individual athletes will be given at least 3 days before the race and will be available on the race website.

- 5.6. The cost of the entry fee, accommodation, travel and own meals are covered by the athlete on his own.
- 5.7. For security reasons it is forbidden to:
 - 5.7.1. bring to the race any objects that may pose threat or risk to other competitors;
 - 5.7.2. be dressed in a face covering outfit that would hinder identity check;
 - 5.7.3. take animals along;
 - 5.7.4. start with pushchairs.
- 5.8. The time will be measured by means of electronic chips.

VI. SAFETY

- 6.1. By stepping on the starting line the athlete acknowledges that he/she is taking part solely at his/her own responsibility, and in the case of minors at the responsibility of their parents or legal guardians. The competitor, parent or legal guardian in the case of minors assumes the risk involved, acknowledging that participation in the competition involves physical exertion and involves the natural risk and danger of accidents, the possibility of personal injury and physical trauma (including death) as well as damage and loss of a property nature and has voluntarily decided to assume this risk. The above does not exclude the organizer's liability resulting from mandatory legal regulations.
- 6.2. 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.
- 6.3. The athletes are obliged to strictly follow the instructions of the Organizers, judges and other services securing the route of the event.
- 6.4. 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.
- 6.5. If an Athlete decides to withdraw from the Event at any point during the race, he/she is obliged to report this fact to the judges or the Organiser. Failure to report this to the judges or the Organiser may result in the Athlete being disqualified, as well as being suspended from competing in events organised by Sport Evolution Group Sp z o.o.. for 2 years..

VII. REGISTRATION

- 7.1. Registration for the Event will take place via the registration form available on SlotMarket.pl from August 22, 2022 at 12:00 p.m. (CET) to October 3, 2022 at 11:59 p.m. (CET) or until places are sold out.
- 7.2. The limit of athletes in the event is 500 people. If the limit is reached, the Organizer reserves the right to close the registration earlier.
- 7.3. Athletes who wish to start in the 'Elite' category are required to contact the Towerrunning World Association by writing to office@towerrunning.com.

- 7.4. 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 7.1.
- 7.5. 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.
- 7.6. The registration is considered when the application form is correctly completed and when the payment of the entry fee is paid in the amount specified in these regulations.
- 7.7. The confirmation of successful registration is:
 - 7.7.1. confirmation of registration for the event from SlotMarket.pl (confirmation from the email address contact@slotmarket.pl);
 - 7.7.2. payment confirmation from DotPay (confirmation from email address transakcje@dotpay.pl);
 - 7.7.3. information about registration in the Registration History on the SlotMarket.pl in user account (status: "Registered").

VIII. GROUP REGISTRATION

- 8.1. Group registrations are accepted via the email address faktery@slotmarket.pl.
- 8.2. Payment for group entries is made to the Organizer's bank account on the basis of a Pro-Forma document with a 7-day payment deadline. Pro-Forma document is issued for the start of at least three participants (it is not possible to receive Pro-Forma for the start of a group of up to two people and for individual start).
- 8.3. Group registrations are accepted up to 30 days before closing the registration form.
- 8.4. In order to receive a Pro-Forma document, please send: invoice details and the number of participants to the address faktery@slotmarket.pl.
- 8.5. After making the payment for the Pro-Forma document, registration codes will be sent, reducing the entry fee.
- 8.6. Registration codes are valid for 14 days from the date of receipt of the codes.
- 8.7. People who register using codes are required to fill in the event registration form available on the SlotMarket.pl website and provide the code in the last step of registration.
- 8.8. People who do not register using the code, will not be allowed to take part in the Event.

IX. ENTRY FEE

- 9.1. The entry fee to participate in the event, depending on time of registration, is as follows:
 - Tier 1 – 60,00 PLN, 250 entries
 - Tier 2 – 70,00 PLN, 250 entries
- 9.2. The entry fee should be paid via the DotPay 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. If the athlete wishes to receive an invoice after payment, please contact by writing to faktury@slotmarket.pl
- 9.8. Invoices to the individual will be issued up to three months after payment.
- 9.9. Invoices to the operator will be issued by the fifteenth of the following month after payment has been made.

X. STARTING KIT

- 10.1. As part of the event, each athlete receives:
 - 10.1.1. Bib number
 - 10.1.2. Chip
 - 10.1.3. T-shirt
- 10.2. Athletes who have completed the event are entitled to get a medal.
- 10.3. The size of the T-shirt must be provided during registration. T-shirt size can be changed up to 30 days before the event.
- 10.4. The basis to receive the starting kit is scanning the QR code at the Race Office and verification of data on the basis of an identity document or passport.
- 10.5. The location and opening hours of the Race Office will be given in the event program on the event Website. The race office will be closed on the day of the event.
- 10.6. An athlete who gives an starting kit to another person, and a person who purchases an starting kit 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.
- 10.7. The location and opening times of the Race Office will be given in the programme of the Event on the Event website.
- 10.8. The starting kits which will not be collected during the working hours of the Race Office may be delivered to the Athlete by courier on his/her request to the following address: contact@slotmarket.pl within 7 days from the day of the Event. The cost of delivery is:
 - 10.8.1. 35 PLN – Poland
 - 10.8.2. 25 EUR - European Union countries
 - 10.8.3. 70 EUR- countries outside the European Union
- 10.9. The cost of delivery is paid by the Athlete before delivery.

XI. RACE OFFICE

- 11.1. The Race Office will be located in the Varso Place in Warsaw, on 8 October 2022.
- 11.2. Each athlete is obliged to pick up his/her starting kit on his/her own at the Race Office during its opening hours. Starting kits will not be given to another person.
- 11.3. The starting kit must be picked up by 30 minutes before the start of the wave to which the Athlete is assigned.
- 11.4. The opening hours of the Race Office and the location are subject to change. Such a change will not result in any additional claims or liabilities.

- 11.5. The exact opening time of the Race Office and its location will be announced at www.wbiegnijnawarso.pl.

XII. WITHDRAWALS & TRANSFERS

- 12.1. It is not possible to transfer an entry fee paid to another year or another event.
- 12.2. Withdrawal from the Event shall be reported by writing to zapisy@sporteolution.pl. Until September 8th, 2022, the Organizer shall refund 50% of the entry fee paid.
- 12.3. The Organizer gives the opportunity to transfer the entry fee to another person.
- 12.4. The transfer of the entry fee shall take place according to the Rules for the Transfer of Entry Fees [RULES](#)
- 12.5. It is possible to transfer the entry fee until September 24th, 2022
- 12.6. Transferring the entry fee to another person is possible after paying a handling fee of 29 PLN. The handling fee shall be paid by a person registered for the Event via DotPay portal
- 12.7. A person who has received an email with a registration link is obliged to register for the Event within two days from receiving the email with the link
- 12.8. If a person who has received an email with a registration link does not complete the registration within the time stated in paragraph 12.7, the entry fee will be returned to the sales pool.
- 12.9. Once transferred, the entry fee is not transferable.
- 12.10. In the event of the withdrawal of an athlete who has exercised the option to transfer the entry fee from another athlete, he/she may apply for a part of the entry fee to be refunded in accordance with section 12.2 to the bank account provided by the athlete.
- 12.11. The amount of the refund will be calculated on the basis of the entry fee paid by the athlete who paid the entry fee at the time of registration.

XIII. CLASSIFICATIONS & PRIZES

- 13.1. The Event will include a classification:
- 13.1.1. Open of Women and Men (Elite)
 - 13.1.2. Open of Women and Men
 - 13.1.3. Classification of the Real Estate Industry of Women and Men
- 13.2. Qualification in the "Elite" category excludes participation in the General and Real Estate Industry categories.
- 13.3. 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.
- 13.4. The results will be published on the event website and delivered to the media.
- 13.5. 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.
- 13.6. The winners of places I-III in the general classification and in the Real Estate Industry will receive statuettes.
- 13.7. Winners of places I-III in the general classification of elite athletes will receive money prizes and a statuette.
- Money Prize:
- 1st place: 300 EUR
 - 2nd place: 200 EUR

3rd place: 100 EUR

All prizes are taxable under Polish law.

- 13.8. The event is included in the Towerrunning Tour 2022 scoring.

XIV. PROTECTION OF PERSONAL INFORMATION

- 14.1. Personal data controller of participants is Sport Evolution Group Sp. z o.o., Jana Kochanowskiego street 12/23, 01-864 Warsaw , daneosobowe@sportevoevolution.pl.
- 14.2. 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.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. 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.
- 14.8. 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.
- 14.9. The data retention period shall be
- 14.9.1. 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.
- 14.9.2. 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.

- 14.9.3. For data processed to ensure the security of networks and information systems - not more than 5 years from the date of registration.
- 14.9.4. For data processed on the basis of the athlete's agreement - until that agreement is withdrawn.
- 14.10. In order to withdraw your consent to the processing of your personal data, you must complete the application form on <https://slotmarket.pl/document/polityka-prywatnosci> and send it to contact@slotmarket.pl.

XV. COMPLAINTS

- 15.1. Complaints concerning matters related to the Event shall be submitted in writing with justification to the Organizer's correspondence address, with the note "Varso Tower Run Up - 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: contact@slotmarket.pl, with the note "Varso Tower Run Up - Complaint".
- 15.2. Complaints sent after the deadline in point 15.1. will not be considered.
- 15.3. Complaints about race will be considered by Organizer within 60 days of their receipt.
- 15.4. The Organizer's decision on complaints about race will be final.
- 15.5. The above does not limit the Consumer's rights to pursue their claims under mandatory provisions of law before common courts.

XVI. COMPLAINTS PROCEDURE

- 16.1. All Event participants are bound by these Regulations.
- 16.2. The Rules shall apply from August 22, 2022.
- 16.3. Each participant is obliged to read the regulations.
- 16.4. Ignorance of the Regulations does not release the athlete from the rules specified by the Organizer in these Regulations.
- 16.5. 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.
- 16.6. The organizer provides emergency medical care along the route and at the finish line.
- 16.7. The Organizer shall provide a deposit and changing room. Valuables cannot be left in the deposit, but only things necessary for basic needs both before and after the Event
- 16.8. The Organizer is not responsible for lost valuables during the Event.
- 16.9. The binding and final interpretation of these Regulations shall be vested exclusively in the organizer of the Event. Should any of the provisions of the Regulations be partly or wholly deemed changed - all other provisions shall remain valid.
- 16.10. The organizer reserves the right to change the name of the event

16.11. The organiser reserves the right to cancel or modify the event for any reason.

16.12. 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.