

HYROX YOUNGSTARS

TERMS AND CONDITIONS OF PARTICIPATION

HYROX Season (2024/2025) – Singapore

1. GENERAL INFORMATION

- 1.1. Upsolut SPORTS GmbH, whose registered office is at 322 Bahrenfelder Strasse, 22765 Hamburg, Germany (“Upsolut”), organises either by itself or with its U.S. subsidiary or authorized event partners the event “*HYROX – the World Series of Fitness Racing*” (“HYROX”). HYROX comprises of several mass-participation events staged indoors in various cities around the world, with the world championship as the season highlight and finale. To cater for and introduce young athletes to the fitness racing sport of HYROX we created the event “*HYROX YOUNGSTARS*” that is organised and staged beside the adult race as a separate fitness race competition. It is set-up for boys and girls from eight to fifteen years of age to compete individually (“Single Division”) or together with a friend (“Double Division”) in the following age-groups: U10 Boys/Girls, U12 Boxes/Girls, U14 Boys/Girls and U16 Boys/Girls.
- 1.2. Hybrid Group Limited with registered office at Suite 2101-02A, 21/F, The Centrium, 60 Wyndham Street, Central in Hong Kong (“Hybrid”) holds the licensing rights and organizes HYROX in Singapore.
- 1.3. Hybrid Fitness Racing SG Pte Ltd (“HYROX SG”) is granted a sublicense right by Hybrid to operate in Singapore. Upsolut, Hybrid and HYROX SG will collectively be referred to as “we” or “us” below.
- 1.4. HYROX YOUNGSTARS events are organised and staged indoors 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 and spectators (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 the applicant (“you”) in relation to the registration of your child to participate in any HYROX YOUNGSTARS event (each an “Event”) taking place in Singapore (the “Territory”). They are part of the agreement that you are concluding with us when registering your child for an 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 your child to participate in any Event, you must be:

3.1.1. aged eighteen (18) years or older,

3.1.2. the parent or legal guardian of the child that you want to register for the Event, as well as

3.1.3. authorized to register your child by single representation,

and via our website:

3.1.4. truthfully complete the Event booking form (which is available on the HYROX website). In doing so, you must not use any false information or misrepresent the information as applying to your child. Anyone who uses false or misleading information or documents in order to gain entry for its child will have their registration cancelled and may be banned from future Events. The use of false documents to obtain an entry may be a criminal offense;

3.1.5. provide your consent to the storage and processing of your as well as your child's data in accordance with the provisions of the applicable general data protection regulations and our privacy policy as set out on our website www.hyroxsingapore.com/privacy-policy;

3.1.6. confirm your acknowledgment and acceptance of these T&Cs;

3.1.7. confirm your acknowledgement and assumption of inherent risk of your child's participation and corresponding liability release of Upsolut, Hybrid and HYROX SG, and

3.1.8. agree to pay us the fee payable by you to us in consideration of your child's participation in the relevant Event as detailed on our Event booking form ("**Fee**").

3.2. Your completion of the above registration process constitutes a binding, irrevocable and unconditional offer by you regarding your child's participation in the relevant Event in accordance with these T&Cs.

3.3. Once we confirm your registration by email and request to further personalize your ticket, a binding contract is entered into between us for you regarding your child's participation 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. For your child to participate in any Event, your child must:
 - 3.4.1. be eight (8) years of age or older but not older than fifteen (15) years,
 - 3.4.2. be in generally good health;
 - 3.4.3. at Upsolut, Hybrid or HYROX SG's reasonable request, be willing to disclose its 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. be in possession of an Event ticket that has been duly personalized by yourself as documented by a QR-/barcode assigned to such 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 child's participation in any Event. You acknowledge and agree that: (i) your child's 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 your child's 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. 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, Upsolut, Hybrid or HYROX SG 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.
- 3.7. Upsolut, Hybrid and HYROX SG reserves the right to disqualify and/or exclude your child from participating 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:
 - 3.7.1. you provide false personal information to us, including during registration;

- 3.7.2. you have failed to personalize your child's ticket before the Event;
 - 3.7.3. there is reasonable suspicion that your child is not in generally good health;
 - 3.7.4. your child's 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
 - 3.7.5. there is reasonable suspicion that your child is in possession or under the influence of any substances (performance-enhancing or otherwise) at the time of any Event.
- 3.8. 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. TRANSFER / CHANGE OF REGISTRATION

If you wish to change or transfer your child's ticket to participate 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.

- 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 SGD 20 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 date and place of 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 Season 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., boys (8-9) to girls (8-9), boys (10-11) to boys 14-15) 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. online at <https://singapore.hyrox.com/support>. Please note that any such amendments cannot be combined but must be made individually one at a time.
- 4.5. If you have registered 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 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.

5. THE FEE, SERVICE 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, 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 as parent or legal guardian of your child; and
 - 6.1.3. if applicable, proof of your child's state of health,you will receive your child's starting documents and be granted access to the Event, provided your child is not showing any typical symptoms of illness (including but not limited to shortness of breath, coughing or fever).
- 6.2. We reserves the right to request further explanation from you regarding your child's health status. If your child displays typical symptoms of illness (such as shortness of breath, cough or fever) or other indications of a viral infection, we may remove your child from the Event in question with no refund of the Fee.
- 6.3. You must check your child's starting documents for completeness upon receipt. Your child's score card, contained in the starting documents, must be returned to the Event staff after completion of all workout-stations to be validated and counted for ranking purposes.

7. POSTPONEMENT / CANCELING OF THE EVENTS

- 7.1. We are 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 Upsolut or Hybrid'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 same or next Season. In case there neither is nor will be an alternative HYROX event within the Territory during such period of time, we 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 our'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, we 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 child's own risk and requires that your child is healthy and in good physical condition. It is your responsibility to check your child's 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 your child can get injured or infected with viruses during the Event in the course of its participation.
- 8.3. Subject to clause 8.4. of these T&Cs, and to the maximum extent permitted by law, Upsolut, Hybrid and HYROX SG hereby excludes any liability for loss, damage or injury to your child and/or your child's property arising under our contract or in connection with the 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, Upsolut, Hybrid or HYROX SG does not seek to exclude or limit its liability (i) for fraud or fraudulent misrepresentation; (ii) for death or personal injury caused by Upsolut, Hybrid or HYROX SG's negligence or the negligence of any of its officers, employees or agents; (iii) damages of other financial loss caused as a consequence of our gross negligence, 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 Upsolut, Hybrid or HYROX SGs 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 we may use any information provided by you for the following purposes:
 - 9.1.1. the enforcement of Upsolut, Hybrid or HYROX SG'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 us;
 - 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. We are 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. Upsolut, Hybrid, HYROX SG and/or our 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. We shall use our 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. We have 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 your child is 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 the Event on Upsolut and Hybrid's behalf. In addition, Sportograf offers to you the opportunity to purchase competition pictures from it. You may also purchase a photo package from Upsolut 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 child's participation in the Event. We shall require the Sportograf not to share your data with any party other than Upsolut for marketing purposes.
- 9.7. In relation to medical matters, you agree that:
 - 9.7.1. your child's personal information may be stored, used, and disclosed by Upsolut, Hybrid or HYROX SG 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 us, or any doctor or hospital, you authorise such persons to provide details (including details of medical treatment) to Upsolut, Hybrid or HYROX SG or others authorised by them; and
 - 9.7.2. you consent to medical assistance and/or medical care being given to your child in the case of illness, injury or an emergency situation, should this occur during an Event, such assistance to be given by Upsolut, Hybrid or HYROX SG, 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 YOUNGSTARS Rulebook apply to each Event (available at: www.hyrox.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 respective version representing the official language of the Territory 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. We 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 Singapore. If we elects to issue proceedings in the courts of Hong Kong, 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 us (for Singaporean residents registered for an Event in Singapore) in the courts of Singapore. All such proceedings shall be governed and interpreted in accordance with the laws of the jurisdiction in which those proceedings are issued.

GENUINE RIGHTSHOLDER

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Status: Hamburg, 1 July 2024

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