

# **REGULATION OF THE BALOISE NAMUR MARATHON**

**OF 7 APRIL 2024**

## **ARTICLE 1 – PREAMBLE**

The sixth edition of the Baloise Namur Marathon (hereafter the "Event") is organized on Sunday 7 April 2024 by We4sport A.S.B.L (hereafter the "Organizer").

This Regulation may be amended up to the day before the Event. In this case, participants will be informed of these changes by e-mail.

## **ARTICLE 2 - THE ROUTE**

The marathon route is 42.195 km.

The half marathon route is 21,097km.

The 10k route is around 10,2 km.

## **ARTICLE 3 - CONDITIONS OF PARTICIPATION**

The Marathon and Half-Marathon are open to participants, licensed and non-licensed, PRM (except handbikes which are prohibited for safety reasons), provided they are at least sixteen years old. The 10K KickCancer is open to participants, licensed and non-licensed, PMR (except handbikes which are prohibited for safety reasons), provided they are at least fourteen years old. Strollers are authorized on the sole condition of starting behind all the other runners for safety reasons.

The age categories will be classified separately. It is recalled that controls will be made during the Event to ensure perfect conditions of regularity of race. It is expressly stated that the participants participate in the competition under their own and exclusive responsibility.

Participation in sporting events organized or approved by the sports federations is subject to the mandatory presentation by the participants of a sports license attesting the issuance of a medical certificate mentioning the absence of contraindications to athletics in competition or, for the non-licensed to whom these competitions are open, to the presentation of this only certificate, which must date from less than a year on the date of the race.

Foreign participants are required to provide a medical certificate of no contraindication to the practice of competitive athletics or running in competition, even if they are holders of a competition license issued by a federation affiliated with IAAF. This certificate must be dated, signed and must allow the physician to be authenticated, whether or not the latter is established in Belgium. If the doctor is a foreigner, the medical certificate must be written in French, Dutch English, Spanish, German, Italian or Portuguese.

The minimum age for participation in the solidarity 10K de Namur is fourteen years old.

#### **ARTICLE 4 - TERMS OF REGISTRATION**

Registration for the Event is made exclusively on the online registration platform accessible at the following address: <http://www.baloisenamurmarathon.com> from 11 October 2023.

The number of places is limited to 7,000 runners for all races combined. No waiting list will be set up.

A deposit of €2 is added to the registration price for each runner. This deposit represents a reusable cup for the drink(s) offered after the race in the runner area. This amount will be returned to you upon return of the cup.

The Organiser reserves the right to refuse registration.

\*\*\* All our prices include transaction fees \*\*\*

#### **Prices for 2024 Baloise Marathon de Namur**

- ~~— From October 11, 2023 to January 15, 2024: €58~~
- ~~— From January 16 to April 4, 2024: €70~~
- ~~— Registration on site on Saturday April 6, 2024 and Sunday April 7, 2024: €90~~ **NO REGISTRATION ON SITE**

Marathon package:

- Access to the Namur Marathon and all its amenities: supplies, toilets, luggage storage;
- A durable technical t-shirt in your size;
- A "Chimay" collector's screen-printed glass;
- The medal on arrival (with possibility of personalization);
- Full supplies on arrival;
- Three free drinks at the "Coureur" bar;
- Chrono Competition timing with your finish video (available 2 days after the online race);
- Live online results;
- The shuttle to get to the start of the race.

Supplement: it is possible to subscribe to a total refund option. Find all the information in these regulations.

#### **Prices for 2024 Baloise Half-Marathon of Namur**

- ~~— From October 11, 2023 to March 31, 2024: €27;~~
- ~~— From April 1, 2024 to April 4, 2024: €35;~~
- ~~— Registration on site on Saturday April 6, 2024 and Sunday April 7, 2024: €35.~~ **NO REGISTRATION ON SITE**

#### HALF-MARATHON Package:

- Access to the half-marathon and all its amenities: supplies, toilets, luggage storage;
- The medal on arrival (with possibility of personalization);
- Full supplies on arrival;
- Two complimentary drinks at the "Coureur" bar;
- Chrono Competition timing with your finish video (available 2 days after the online race);
- Live online results;
- The shuttle to get to the start of the race.

Supplement: it is possible to subscribe to a total refund option. Find all the information in our regulations.

#### **2024 prices for the Baloise 10K Solidaire de Namur**

- ~~- From October 11, 2023 to April 4, 2024: €13;~~
- ~~- Registration on site on Saturday April 6, 2024 and Sunday April 7, 2024: €13.~~ **NO REGISTRATION ON SITE**

#### Namur 10K Solidarity Package:

- Access to the solidarity 10K and all its amenities: refreshments, toilets, luggage storage;
- The medal on arrival (with possibility of personalization);
- Full supplies on arrival;
- A free drink at the "Coureur" bar;
- Chrono Competition timing with your finish video (available 2 days after the online race);
- Live online results;
- The shuttle to get to the start of the race.

Supplement: it is possible to subscribe to a total refund option. Find all the information in our regulations.

#### **ARTICLE 5 – GROUP/COMPANY REGISTRATION**

For each group, a file management fee of a fixed amount of €5 excluding VAT is applied as well as an amount of €0.75 excluding VAT per participant.

For the Baloise Namur Marathon, the price per person is:

- From October 11, 2023 to January 15, 2023: €58;
- From January 16 to March 31, 2023: €70;
- No registration on site for groups and companies.

For the Baloise Half-Marathon of Namur, the price per person is:

- From October 11, 2023 to March 31, 2024: €27;
- From April 1, 2024 to March 31, 2023: €35;
- No registration on site for groups and companies.

For the Baloise 10K Solidaire de Namur, the price per person is:

- From October 11, 2023 to March 31, 2023: €13;
- No registration on site for groups and companies.

Classic group/company package

- Collection of grouped bibs;
- Personalized bib in the name of the group/company;
- An invitation for a group photo with our photographer at the partner village on a podium provided for this purpose;

Group/company fun&run package

An additional fixed amount of €14 per rider is applied.

- Collection of grouped bibs;
- Access to the VIP area (drinks and catering);
- Personalized bib in the name of the group/company;
- An invitation for a group photo with our photographer at the partner village on a podium provided for this purpose;

Groups must imperatively follow the following rules:

- Minimum 8 people
- Group/company registration MUST be closed no later than Monday March 6, 2024 to obtain a personalized bib in the name of the group and according to the terms decided with the organizer;
- From March 7, 2024, group registrations will still be open until March 31, 2024 inclusive but the bib will NOT be personalized;
- Payment for group/company registrations is a single payment for the entire group at the invitation of the organizer;
- Only the group captain collects the bibs for all members of the group/company (see below for collection of bibs);
- All runners must be in registration order to allow the captain to collect their bibs.

## **ARTICLE 6 – COMMITMENT**

Any registration being firm and final, no refund will be made in case of error registration, medical incapacity, unavailability, except in the cases specified in Article 13.

No transfer of registration is allowed for any reason.

Anyone who passes on his bib number to a third party will be held responsible in case of accident occurring or caused by the latter during the Event.

The organizer declines all responsibility in case of accident in this type of situation.

The bib number must be visible and its information completely legible during the race.

## **ARTICLE 7 – COLLECTION OF THE BIB NUMBERS**

Your bib can be collected from the Trakks store of your choice from March 13, 2024 for any registration validated no later than February 26, 2024. The choice of store is final upon registration and cannot be modified.

Your bib is personalized (inscription of your first name and nationality flag) if complete registration is completed no later than March 21, 2024.

Full registration means: payment has been made and a validated medical certificate.

Beyond this date, only the number is indicated.

Any bib assignment is firm and definitive.

No bibs will be sent by post.

## **ARTICLE 7.BIS – COLLECTION OF GROUP/COMPANY BIBS**

All group/company bibs can be collected from the Trakks store of your choice from March 13, 2024 for all registrations validated on February 26, 2024. The choice of store is final upon registration and cannot be modified.

Your bib is personalized (inscription of the group name, first name of the runner and nationality) if the group is closed no later than February 26, 2024.

When a group is closed, it is no longer possible to add runners.

Beyond this date, only the number is indicated.

Any bib assignment is firm and definitive.

No bibs will be sent by post.

## **ARTICLE 8 - OFFICIAL JURY**

The refreshment stations are installed around every 5 km and on arrival. The distance may vary and will be specified on the route for reasons of runner safety. Timing will be posted on arrival. A live tracking will be organized.

Participants will have a maximum of 6 hours to complete the course to the finish line. After the end-of-race vehicle has passed, participants must comply with the traffic rules of the Highway Code.

## **ARTICLE 9 - GENERAL SERVICES**

Police and rescue information.

## **ARTICLE 10 - ACCESS TO THE SITE AND SECURITY**

The introduction to the Event site of all objects that may be dangerous or illegal, including drugs, firearms, blunt objects and explosive materials is strictly prohibited.

To access the site and participate in the Event, the participant expressly acknowledges and agrees that the Organizer may use security staff who will be entitled to control both the persons and their belongings. Anyone wishing to access the site agrees to submit to this check. In case of refusal, the person will not be allowed to access the site.

The Organizer and the security staff are entitled to refuse access to the Event or the continuation of the race to participants whose behaviour is likely to disrupt the smooth running of the Event, in particular and without the following be restrictive:

- Introduction of any object that could potentially interfere in any way with the evolution of the race, the traffic and/or the safety of the other participants;
- Introduction of any distinctive sign promoting, in any form whatsoever, a political, philosophical or religious opinion likely to undermine the image of the Event.

## **ARTICLE 10 BIS – TRANSPORT**

The starts of the Namur Marathon and Half-Marathon are given at different places from the finish.

The organization provides free shuttles: bus for marathon runners and train for half-marathon runners.

These shuttles are free. The choice of the shuttle is made during your registration. Your choice is irreversible and cannot be modified subsequently.

## **ARTICLE 11 – TIMEKEEPING**

All participants will be given an electronic chip when removing the bib (chip glued behind each bib number) which will be automatically initialized on the starting line and serve as race control. A participant who does not use the roadway cannot be classified on arrival.

The electronic detection system is selected according to strict criteria of reliability. Despite the tests performed by manufacturers, there is still a very small percentage of non-detection. The absence of data resulting from this non-detection will not allow the Organizer to include the official or actual time of the participant concerned in the ranking. The Organizer will not be held responsible.

## **ARTICLE 12 – INSURANCE**

**Civil Liability:** In accordance with the legislation in force, the Organizer has taken out insurance covering the pecuniary consequences of its civil liability, that of its agents and all the participants in the Event. Regarding the liability of participants, the intervention of this insurance for the latter is limited to the accidents they could cause during the course of the Event.

This guarantee will be in addition to or in the absence of other insurance which the participants could benefit elsewhere. Proof may be provided to any participant upon request.

**Material Damage:** The Organizer declines any responsibility in case of damage (theft, breakage, loss, etc.) suffered by the personal property of the participants, even if he has custody. Participants will not be able to turn against the Organizer for any damage to their equipment. The subscription of an insurance guaranteeing these risks is the responsibility of each one.

### **ARTICLE 13 – Retraction or cancellation by the Customer**

13.1. The Organizer grants the Customer a period of 10 (ten) calendar days to withdraw from the Registration, without having to give reasons for his decision, from the day of the Registration until the date of the event.

After this period, no request for withdrawal will be processed by the Organizer.

The Customer who exercises his right of retraction must complete the retraction form annexed to Book VI of the Economic Law Code, available at the following URL: <https://economie.fgov.be/sites/default/files/Files/Forms/Formulaire-de-retractation.pdf>.

He may also inform the Organizer of his decision to withdraw by sending a statement, unambiguous, expressing his willingness to withdraw by email to [info@namurmarathon.com](mailto:info@namurmarathon.com)

In the event of exercise of the right of retraction, the Organizer shall refund the Customer all of the sums paid, if any, without undue delay and at the latest within 14 (fourteen) calendar days from the date on which it is informed of the Customer's willingness to withdraw.

The refund will be made by credit of the amount debited to the account corresponding to the Customer's bank card.

13.2. In case of retraction more than 14 (fourteen) calendar days from the day of the Registration, the Organizer will not be obliged to refund the Customer the sums paid.

13.3. The Customer may purchase a cancellation insurance in return for an increase in the price. The amount is 10 € for Marathon, 5€ for Half-Marathon and 3€ for 10K. The Customer who has subscribed to this product has the possibility to be refunded of the entire registration, less the price of the cancellation insurance, in case of cancellation.

13.4. The lack of sufficient registrations for an Event constitutes for the Organizer a case of force majeure which allows to set a new date for the Event without having

to demonstrate the unpredictability and irresistibility of the circumstances nor the impossibility for the Organizer to carry out its obligations. As these events are external to the Organizer, she cannot be held responsible.

13.5. In the event of cancellation of an Event, except for the exceptions mentioned in point 12.4, the Customer will have the option to postpone its registration to the next organisation.

13.6. If the dates of an Event are changed, the Customer has the right to cancel his registration and to obtain a refund provided that this request is communicated to the Organizer in writing within 14 working days following the date on which the change of date was notified to the Customer.

Without any reaction from the Customer within this period, his registration will be considered as confirmed for the new dates.

13.7. Without prejudice to special regimes to be adopted by the competent authorities, the threat of Covid-19 and the taking of measures against it, as well as the threat of other epidemics and the taking of measures against them, as well as all government actions, strikes, lockouts, riots, mobilization, weather conditions, shortages of equipment or means of transport, fires, terrorism, terrorism risks, etc., are automatically considered for the purposes of this Agreement, as constituting a case of force majeure justifying the cancellation of an Event without the Organizer having to demonstrate the unpredictability, irresistibility of the circumstances and the impossibility to perform its obligations. The same applies to the cancellation of the Event due to usual Covid-19 symptoms detected with a Customer. These events being external to the Organizer, he cannot be held responsible. If such force majeure events occur, the Organizer is not obliged to refund all or part of the registration price.

#### 13.8. Termination

The Organizer and the Customer reserve the right to terminate the contractual relationship at any time in the event of non-compliance by the other party with any of its obligations under these rules and this, without prejudice to any damages which may be claimed against the defaulting party.

13.9. The resolution of contractual relations in the event of fault on the part of the Customer shall result in the immediate liability of the sums remaining due.

### **ARTICLE 14 - USE OF IMAGES**

#### **14.1. Image of the participant:**

The Event may be captured for public communication in any form (including photo, video, etc.), on any existing or future media, in any format, for any communication to the public in the world whole, for any use including for advertising and/or commercial purposes, each participant expressly authorizes the Organizer, his beneficiaries or assigns (including his business partners) to set and reproduce, in any medium and by any means, and consequently, to reproduce and represent, without remuneration of any kind, his name, voice, image, and more generally his sports performance in the context of the Event (hereafter "his Image"), for a



unlimited period after the date of the Event. The participant expressly authorizes the Organizer to grant to the partners of the Event sub-licenses of exploitation of his Image for a commercial exploitation and advertising of the Image.

To that end, each participant expressly and irrevocably authorizes the Organizer, its beneficiaries, its successors (including its business partners), to meet the requirements of advertising, promotional and / or commercial campaigns to 1) make any changes, additions, delete, which seems useful for the exploitation of its Image in the conditions defined above, 2) to associate and/or to combine with its Image, all the signatures, the hangers, the slogans, the legends, the marks, the distinctive signs, legal, visual and, in general, any element of any kind at the choice of the Organizer intended in particular to illustrate the communications media in which they are integrated.

Participant guarantees that he is not bound by any exclusive agreement regarding the use of its Image.

The Organizer, its beneficiaries, its successors expressly forbid using the name, the voice or the image of the participants in a pornographic, racist, xenophobic support, and more generally, forbid any exploitation damaging to the dignity of the participants. The participant is informed and fully accepts that his/her Image captured by the official providers of the Organizer may be accessible on the Organizer's website and on the Event website. Regarding the event site, the participant accepts that it can be identified by any internet user by name, surname and/or bib number.

#### **14.2. Pictures of the Event:**

Any communication of still image and/or animated sequence of the Event captured by the participant during his participation to the Event must be limited to a personal exploitation and cannot in any case be exploited in a promotional and/or commercial purpose outside the Event.

#### **14.3. Aerial image capture:**

Participants are informed that:

- On the day of the event, remotely piloted aircraft (drones) may be used for filming purposes;
- They may be located, during all or part of their participation in the Event within 30 meters of said aircraft
- If necessary, safety instructions will be communicated to them and must imperatively be respected.

### **ARTICLE 15 - PERSONAL DATA**

In general, the personal data provided by the participants (hereinafter "the Data") is intended for the authorized staff of We4sport A.S.B.L. who is the organization responsible for processing these data.

The Data is used for the processing and the follow-up of their orders related to the Event, the after-sales service of the ordered products, the marketing management

and the customer relation, the recovery, the fight against fraud, as well as the commercial prospection and the sending of promotional offers from We4sport ASBL.

The Data may be transmitted to providers of the Organizer for the purpose of processing orders and services offered related thereto (including your photos by the Official Photographer, the personalization of medals, etc.) and after-sales service as well as for customer relationship management purposes.

Participants are likely to receive by phone call and/or postal mail or email or SMS promotional offers from the Organizer's commercial partners to whom the Data may be transmitted and assigned for commercial prospecting purposes, provided that the participant has marked the box provided for this purpose when registering on the event site at the time of the creation of his account or later at the time of his registration to the Event. In any case, the participant may still oppose it in his "Member" area or under the conditions provided below.

#### **ARTICLE 15BIS - PROTECTION OF PRIVACY**

The processing of personal data is subject to Belgian law (Law of 8 December 1992 on the protection of privacy with regard to the processing of personal data, amended by the law of 11 December 1998 transposing the Directive 95/46 / EC of 24 October 1995 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data).

#### **ARTICLE 16 - RESPECT FOR THE ENVIRONMENT**

In order to respect the environment and the natural areas crossed, it is strictly forbidden to abandon waste on the route. Trash bins will be available at each filling station and "collection areas" will be installed and signposted at different points along the route. They must be used by the participants.

The participants must keep the waste and packaging while waiting for the places indicated by the Organizer to get rid of it.

Any participant who does not comply with Article 15 will be disqualified.

#### **ARTICLE 17 - PROHIBITED EQUIPMENT ON THE COURSE**

Bicycles, wheeled and/or motorized vehicles are strictly forbidden on the course. The participant who would be followed by the aforementioned modes of travel will be taken out of the race, except for the Organizer's electric bicycles.

#### **ARTICLE 18 – CANICROSS**

Canicross is strictly forbidden.

#### **ARTICLE 19 - ANTI-DOPING FIGHT**

Anti-doping controls may be put in place at the Event. Event participants commit themselves to strictly respect the doping ban and the anti-doping control provisions as they result from the laws and regulations in force.

#### **ARTICLE 20 - APPLICABLE LAW – DISPUTES**

Belgian laws are applicable in case of litigation.