

Reglement BIKE Marathon

1. General

(1) The BIKE Marathon (the "Event") is an event organized by Delius Klasing Verlag GmbH (the "Organizer").

(2) These rules govern the terms of participation of every participant in the Event ("Participants") and are binding on them. A precondition of participation is full acceptance of these rules.

(3) The Organizer has complete discretion in respect of the Event and is entitled at any time to make decisions relating to the event, particularly to change the route, to extend or shorten to a reasonable extent the distance of the route for objective reasons (e.g. damage to roads) - even shortly before the route in question.

(4) Instructions from Event staff and uniformed forces (police, fire service, THW - technical assistance organization) must be complied with immediately and in full. In the event of non-compliance the Organizer is entitled to penalize the Participant in question (see point 16 of these rules entitled "Sanctions"). "Event Staff" and those acting on behalf of the Organizer means all those persons identified as such (e.g. marshals).

2. Eligibility – health

(1) Recreational, amateur and professional athletes are eligible to participate.

(2) Men and women are eligible to participate.

(3) It's only possible to start as individual starter.

(4) Juniors in the category U17 are just allowed to register for the Ronda Piccola.

(5) Only persons whose general health permits participation in the Event are eligible to participate. The Organizer strongly advises participants to undergo a medical examination by a qualified medical doctor immediately before participating in the Event. The Organizer is entitled at any time to have the health of participants assessed by a qualified medical doctor, and if he or she expresses justified concerns in respect of the physical condition of the Participant, to exclude the Participant in question from the entire Event (or the rest of it) without same grounding a legal claim by the Participant.

(6) A precondition for participation by every Participant is the presence of a confirmation of participation (see general terms and conditions of the Event) as well as a signed original declaration of liability (sent out by e-mail approximately 2 weeks before the Event).

(7) Persons banned by the FCI or other national associations are ineligible to participate.

3. Equipment

(1) Only mountain bikes are permitted in the Event. Each Participant shall ensure that his or her bike is fully functional and free from defects at all times, in particular that the bike does not pose any risk for the Participant or third parties, this applies especially in respect of the brakes and other safety components. **The Organizer strongly advises that the bike be examined for functionality/safety by a specialist immediately before participating in the Event.**

(2) Helmets must be worn without exception at all times throughout the entire Event. Each Participant shall ensure that his or her helmet is at all times free from defects, in particular that it has not been damaged and meets the recognized DIN standard 33954, the SNELL and/or ANSI standards and is adapted to fit the Participant's head. **The Organizer strongly advises that the helmet be examined for damage/safety and proper fit by a specialist immediately before participating in the Event.**

(3) The event is a road-racing bicycle event held over several days. Participants should equip themselves accordingly. This includes all-weather clothing and first aid equipment. It is recommended that tools and materials be brought along.

(4) The Organizer reserves the right to forbid the use of certain items of equipment for objective reasons. Currently, the material listed below is expressly forbidden:

- Panniers or any kind of bicycle trailer
- Bottle holders behind the saddle
- Water bottles from non-malleable materials such as glass, aluminium etc.
- E-bikes
- tandems

(5) The Organizer is entitled to have bicycles/equipment examined by an expert at any time. If this expert identifies breaches of the requirements set out above in section 4 of the rules, the Organizer is entitled to exclude the relevant Participant from the Event (or the rest of it) until the breach identified has been removed, without same grounding a legal claim by the Participant.

4. Start

(1) The official start time of the marathon is determined by the Organizer.

(2) Formation of the start grid in each case begins 45 minutes before the official start time.

(3) The start is in the first starting area of each distance with a block starting time, i.e. all Participants in the first starting area have the same starting time. The remaining starting areas start with a net start time.

(4) There are two starting blocks for the Ronda Extrema and also two blocks for the Ronda Grande. One block for drivers who have a UCI licence and another block for drivers without licence. The number of blocks for the Ronda Piccola depends on the number of participants.

(5) The organiser reserves the right to adapt the entire starting procedure to the Covid-19 protection regulations valid at the time of the event. This applies to starting times, starting blocks and the starting procedure.

(6) The Organizer reserves the right to implement a so-called "Neutralized Start" in the marathon. A Neutralized Start will be announced by the race management in advance at a briefing and signaled with a red light or a red flag on the roof of the race control vehicle. The following applies:

- After the usual start grid, the starting signal is given and the riders are led out by a race control vehicle. No Participant may overtake the race control vehicle.
- The race control vehicle decides when the route may be cleared. Clearance is given by placing a green light or a green flag on the roof of the race control vehicle.

- The race control vehicle will attempt to stay in front of the lead riders even after clearance has been given. If this is not possible due to the traffic situation, the riders may overtake the race control vehicle as long as there is a green light/green flag on the roof. They will then be accompanied by an advance motorcycle rider.

5. Important rules of conduct during the Event

The Event is taking place on public streets that are not closed off, so that the following basic rules must be adhered to in particular when participating:

- The Participants must at all times obey the rules of the road of the Italian country.
- Participation requires constant vigilance and mutual consideration. Care must be taken on parts of the course with blind turns, when travelling downhill Participants must always be ready to brake, and oncoming traffic should be expected.
- Participants must conduct themselves in a way that does not harm or endanger others or obstruct or disturb them more than is unavoidable in the circumstances.
- All Participants must travel on the right hand side of the road (as far right as possible) throughout the entire event. Cutting corners is not permitted. Traffic overtaking from behind should be expected.
- Helmets are compulsory at all times without exception for the entire duration of the event (see also the provisions on material in section 3 of the Rules).
- Under no circumstances may items be thrown away or permitted to fall, particularly not food packaging, bottles or drinking cups.
- Accompanying vehicles are not permitted on the route. In the peloton of the marathon, riding with vehicles between the official cars, i.e. the lead vehicle (inizio gara) and the terminal vehicle (fine gara) is strictly prohibited.
- Help from other Participants or third parties is not permitted, particularly pushing, towing and slipstreaming using external third parties or accompanying vehicles. The only exceptions to this are the provision of food, drinks, articles of clothing or replacement part by companions standing at the side of the road.
- Slower Participants must immediately make way for those overtaking.
- At closed railway crossings, once the red light is lit no crossing is permitted. No time will be credited to Participants held up at closed railway crossings.
- Participants must repair defects alongside the route, without obstructing other Participants.
- During the sprint to the finish, changing course is not permitted.

6. Start numbers

(1) Every Participant is obliged to have his start number clearly visible on his bike (handlebars) throughout the entire Event. The advertising on the start number may not be covered or otherwise rendered unrecognizable.

7. Transponder

(1) Every Participant receives a transponder during accreditation at the start location.

(2) The transponder serves to record the individual time.

(3) The Participant is responsible for ensuring that this transponder is affixed to the mountain bike or to his or her body as instructed throughout the entire Event. Otherwise the time cannot be recorded nor as a result can the standing be determined, and the following applies:

- The Participant in question is automatically entered in the standings with the penalty time (see section 14).
- The marathon is not deemed to have been finished by the Participant.

8. Food and drink

(1) Every Participant is responsible for his own food and drink.

(2) The Organizer will provide appropriate food at the food stations, while supplies last. However the Organizer provides no guarantee as to the availability of food and drink.

(3) These food zones will be signposted in advance advising of the distance. To receive food, each Participant must give a clear hand signal, move to the right and then carefully enter the food zone before finally coming to a stop.

(4) Participants may not be provided with food or drink from accompanying vehicles, but food, drink, articles of clothing or replacement parts may be provided from companions standing at the side of the road. Other Participants must not be obstructed in any way; the Participant who gains an advantage is responsible for breaches by the companion.

(5) The Participants undertake not to leave behind any waste so as not to adversely affect the environment.

9. Checkpoints and minimum speeds

(1) The Organizer reserves the right to deploy checkpoints for the marathon and determine minimum passing times. The minimum passing times dependent among other things on the length of the race and the topography of the particular distance.

(2) For Participants who do not pass the checkpoints and/or do not attain the minimum passing times at the measurement points, the following applies:

- The marathon is not deemed to have been finished by the Participant.
- The Participant is automatically not in the standings anymore
- If the Participant does continue the marathon, it is done outside of the Event and at the Participant's own risk.

10. Marshals and commissioners

(1) Compliance with these rules will be monitored during the marathon by appropriately identified marshals and so-called commissioners.

(2) The marshals and commissioners are authorized to immediately impose and implement sanctions for breaches of the rules. The sanctions include warnings as well as (for serious breaches) immediate expulsion from the Event (see section 19 of the rules). The choice of sanction is made by the marshals and commissioners in the proper exercise of their discretion.

(3) The instructions of the marshals and commissioners must in all circumstances be followed immediately, and if necessary the marathon immediately interrupted. An objection to a sanction

imposed by the marshals may only be raised after the end of the marathon (see section 18 of the rules).

(4) In addition, every breach (regardless of whether it receives a sanction or not) will be notified by the marshals and commissioners who will submit the breach to the jury for consideration.

11. Finish line

(1) At the finish line the Participants must ride over the contact strips in the ground.

(2) Time is only measured up to the official finish time. The official finish time is determined by the Organizer. The Organizer reserves the right to postpone the finish time particularly on objective grounds such as weather conditions or for similar reasons.

(3) For Participants who do not ride over the contact strips in the ground or arrive after the official finish time, the following applies:

- The Participant is automatically not in the standings anymore.

12. Standings

(1) Participants of the BIKE Marathon start as individuals.

(2) The Ronda Extrema and Ronda Grande will be an official race for everybody who has a UCI license. Participants with license and drivers without license will be in two different categories.

a) License Race

Ronda Extrema:

- Men Elite all age-groups with Elite License
- Men Elite U23 all with U23 Elite License
- Men Elite Sport M 2002 – 1992
- Men Masters 1 M 1991 – 1987
- Men Masters 2 M 1986 – 1982
- Men Masters 3 M 1981 – 1977
- Men Masters 4 M 1976 – 1972
- Men Masters 5 M 1971 – 1967
- Men Masters 6 M 1966 – 1962
- Men Masters 7 M 1961 – 1957
- Men Masters 8 M 1956 and older
- Women Elite all age-groups with Elite License
- Women Elite Sport F 2002 – 1992
- Women Masters 1 F 1991 – 1982
- Women Masters 2 F 1981 – 1972
- Women Masters 3 F 1971 and older

Ronda Grande:

- Men Elite Sport M 2002 – 1992
- Men Juniors M 2004 – 2003
- Men Masters 1 M 1991 – 1987
- Men Masters 2 M 1986 – 1982

- Men Masters 3 M 1981 – 1977
- Men Masters 4 M 1976 – 1972
- Men Masters 5 M 1971 – 1967
- Men Masters 6 M 1966 – 1962
- Men Masters 7 M 1961 – 1957
- Men Masters 8 M 1956 and older
- Women Elite Sport F 2002 – 1992
- Women Juniors F 2004 – 2003
- Women Masters 1 F 1991 – 1982
- Women Masters 2 F 1981 – 1972
- Women Masters 3 F 1971 and older

Attention

1) The Ronda Extrema is an internationally registered race with the UCI. For this reason all holders of an elite licence must ride the Ronda Extrema.

2) All Italian participants who register through the portal "fattore k" must also register through the organiser registration. This registration can be done on www.online-registration.de. Without the registration with the organiser the registration is not valid.

b) Hobby Race

Ronda Extrema:

- Hobby Men M 2002 – 1982
- Hobby Men Masters M 1981 – 1972
- Hobby Men Grand Masters M 1971 and older
- Hobby Women F 2002 – 1982
- Hobby Women Masters F 1981 and older

Ronda Grande:

- Hobby Men M 2004 – 1982
- Hobby Men Masters M 1981 – 1972
- Hobby Men Grand Masters M 1971 and older
- Hobby Women F 2004 – 1982
- Hobby Women Masters F 1981 and older

Ronda Piccola:

- Hobby Men M 2004 – 1982
- Hobby Men U17 M 2006 – 2005
- Hobby Men Masters M 1981 – 1972
- Hobby Men Grand Masters M 1971 and older
- Hobby Women F 2004 – 1982
- Hobby Women Juniors U17 F 2006 – 2005
- Hobby Women Masters F 1981 and older

ATTENTION:

Participants of age group 2007 and younger are just allowed to start at the SCOTT Junior Trophy!

(3) There are prizes at the BIKE Marathon in all distances. There will be prize money for the Ronda Extrema and Ronda Grande. If the winners do not pick up their prize money, the money goes to a social service. If the winners are not present at the awards ceremony without any important reason, the prize money also goes to a social service. For the Ronda Piccola, there are attractive gift prizes.

13. Prematurely ending a distance or the entire Event

(1) Participants who end a distance prematurely must sign out immediately with the Organizer on site (race office or checkpoint) or using the emergency phone number printed on the Participant ID. For Teams or Participants who do not sign out at the race office or check points or use the telephone number provided, the Organizer will launch a search party at the expense of the Participant.

14. Doping

(1) Any form of doping is strictly forbidden. Doping is anything which is deemed doping under the WADA code (www.wada-ama.org) at the start of the event.

(2) The Organizer is entitled to carry out doping tests before the Event (as part of accreditation). This also includes taking blood samples, provided these are carried out by a qualified doctor. The testing will be carried out in an appropriately qualified laboratory.

(3) Every doping breach will lead without exception to the immediate expulsion of the Participant, without same grounding a legal claim by the Participant. A doping breach means a positive finding of doping by the testing laboratory; no so-called B sample is required.

(5) Participants who refuse doping tests by the Organizer will be expelled from the Event, without same grounding a legal claim by the Participant.

(6) Additional rights of the Organizer in respect of doping breaches by Participants are reserved.

15. Jury and protest

(1) The Organizer shall create a jury ("Jury") for every Event. The Jury consists of three (3) members chosen at the Organizer's discretion (generally race manager, head of the organizing committee, head of timekeeping)

(2) The Jury decides on breaches of rules and protests notified to it (e.g. by marshals or commissioners). "Protests" are breaches of the rules notified by Participants from other Teams or complaints by Participants against the actions (e.g. sanctions) of Event staff. Protests must be submitted no later than one (1) hour after the finish time in the race office and set out in writing, if necessary with reference to documentary evidence (e.g. witnesses) The fee for lodging a Protest is €50 and must be paid with the submission of the Protest. The Protest fee remains with the Organizer if the Protest is rejected, otherwise it is returned immediately.

(3) The Jury deliberates and decides on breaches of rules and Protests taking into consideration all the relevant circumstances. The decision, particularly to impose sanctions, is made at the discretion of the Jury. The Jury in doing so is entitled to increase sanctions already imposed or to set aside sanctions already imposed or supplement them with additional sanctions.

(4) The Jury deliberates in private in the absence of the Participant involved. The decisions of the Jury are binding, there is no legal remedy against a decision of the Jury.

(5) The decision is notified to the Participant no later than at the end of the Event up until the announcement of the standings.

16. Sanctions

(1) The Jury is entitled to impose penalties for breaches of these rules.

(2) Participants who have already been sanctioned ride for the rest of the Event on "Probation". Sanctioned Participants who receive another penalty may be expelled immediately from the Event.

(3) The following list of penalties is not exhaustive. The Jury is entitled to impose penalties and/or sanctions for breaches of the rules other than the following penalties/sanctions. The decision of the Jury whether to impose a penalty and if so at what level (e.g. length of the time penalty) is made at the Jury's sole discretion.

Minor offences

At start grid with a bike that breaches the rules, technical defect in equipment

Rear and handlebar numbers not attached legibly

Wrong position in the start grid

Dangerous / aggressive riding

Not wearing or taking off helmet along the route

Intentional obstruction of a Participant, gross lack of sportsmanship

Conduct in breach of the rules, insulting, threatening or improper behaviour

Attempting to be classified without having finished the entire route

Attaching a Participant to a vehicle

Mechanical assistance which breaches the rules

Doping

Non-compliance with the rules of the road

Failure to comply with the instructions of race management, marshals, commissaires etc.

Pollution of the environment, littering (rubbish, water bottles etc.)

Vehicle accompanying the Participant holding up the Event

Penalty

Forbidden to start until rectified

Warning

Warning and time penalty

Expulsion from the Event

Expulsion from the Event

Warning and time penalty

Expulsion from the Event

Expulsion from the Event

Warning and time penalty

Warning and time penalty

Expulsion from the Event

Warning and time penalty or
Expulsion from the Event

Expulsion from the Event

Warning and time penalty

Warning and time penalty

17. Image rights

(1) The Organizer is entitled to take photographs and video of the Participants or have them taken as part of the Event and to use, and especially to publish and/or edit these - subject to subsection (2) - without limitation as to time, location or content on TV, the internet, in printed materials, on any known or future medium, including for advertising purposes, without any time limits and free of

charge, i.e. no payment or damages is required to be paid in respect of same. This includes in particular the right to grant third parties (e.g. sponsors of the Event) the right of use.

(2) Expressly not included is the use of individual Participants (or a group) in such a way that the focus is on the Participant(s) in question rather than the Event or participation in the Event. Such use requires prior approval by the Participants in question.

(3) The Participant agrees that the personal data obtained may be passed on to third parties for the purposes of timekeeping, drawing up the lists of results and putting these lists on the internet.

(4) The Participant agrees to the publication of his or her surname, forename, year of birth, residence, Team name, start number and result (placing and times) in all media relevant to the Event (list of Participants, list of results etc.).

(5) The Participant may object to the disclosure and publication of his or her personal details by contacting the Organizer in writing, by phone or e-mail.

18. Liability of the Organizer

(1) The liability of the Organizer is limited as follows:

a. The liability of the Organizer for loss or damage resulting from fatal or personal injuries caused by negligent or deliberate breach of duty by the Organizer or a legally authorized representative or agent is not limited in terms of either its merits or the sum involved.

b. For other loss or damage resulting from deliberate or grossly negligent breach of duty by the Organizer or a legally authorized representative or agent, the liability of the Organizer is likewise not limited in terms of either its merits or the sum involved.

c. The Organizer is not liable for loss or damage resulting from negligent breach of duty by the Organizer or a legally authorized representative or agent unless the damages result from a breach of a material contractual duty. Liability for damages for breach of a material contractual duty is however limited to compensation for foreseeable, typical loss at the time the contract was entered into. "**Material contractual duties**" are those the fulfilment of which enables the proper execution of the contract in the first place and compliance with which is regularly relied upon.

(2) The Participant is therefore expressly notified that the Organizer and its legally authorized representatives and agents are not liable for loss or damage for which they are not responsible. This applies for example to loss or damage caused by improper conduct/riding errors by other riders or the fact that Participants are prevented from participating in full or in part due to statutory provisions and/or official orders.

(3) This limitation of liability also applies expressly to lost or missing items, articles of clothing and items of equipment and damage to bikes occasioned during transportation.

19. Liability of the Participant and indemnity

(1) The Participant is once more expressly reminded that he or she is liable for damage to the Organizer or third parties (e.g. other riders) to an unlimited extent if the Participant is responsible for same, e.g. the Participant is charged with acting deliberately or negligently. **The Organizer recommends that Participants obtain a policy of public liability insurance for events such as these.**

(2) The Participant hereby undertakes to indemnify the Organizer and/or third parties engaged by the Organizer ("**Indemnified Parties**") in full in respect of all third party claims as soon as so requested and to pay the costs claimed as against the Indemnified Parties in respect of the loss or damage caused by the Participant and all costs incurred in this regard (including legal defence).

Last revised: 18.11.2020

Important notice: All the stated information is supplied without liability