

## **Rules and Regulations Africa Classic 2020**

### **Definitions**

1. Organization: The event is organized by Emolife Events and Consultancy BV, commissioned by The Event Foundation and for Amref Flying Doctors / Amref Health Africa.
2. Event: Africa Classic is a cycling event which takes place from October 3 until October 10, 2020 in Tanzania. The Event is not a competition, but a fundraising Event for Amref Flying Doctors / Amref Health Africa.
3. Participant: This is every person who makes an agreement directly or indirectly with the Organization for his participation in the Event.
4. Registration fee: Amount charged by the Organization to be able to participate in the Event.
5. Minimum fundraising amount: The minimum amount that a participant needs to fundraise to participate in the Event.

### **General**

1. The conditions as specified in these regulations are applicable to participation to all (whether or not established through an intermediary) contract for which the Organization as direct or indirect party organizes an event.
2. Through registration the Participant unconditionally agrees with the content of these regulations.
3. Deviations from these conditions are only binding if and insofar as the Organization itself has expressed approval.
4. Explicitly the by the Participants declared applicable terms are rejected by the Organization.
5. When visiting Amref Flying Doctors / Amref Health Africa projects, [this](#) Code of Conduct is applicable.

### **Participation and registration**

1. Registration takes place solely in the manner and under the conditions determined in these regulations.
2. Registration is done via the digital form on the 2020 Africa Classic website which will launch by the mid July 2019.
3. Participation in the event is only possible if the registration fee of EUR 1.495 (flight not included) is paid.
4. In case the Participant is entitled to a discount, the discount will be deducted from the registration fee.
5. If the registration fee is not credited to the account of the Organization the week before the Event, participation in the Event is not possible.
6. If a registered Participant refrains from participation, the registration fee is non-refundable.
7. If the Participant has not met the minimum fundraising amount of EUR 5,000 by September 16th, 2020, the Organization can disqualify the Participant. In this case the Participant is entitled to repayment of the registration fee and sponsorship funds, excluding the costs that were made for cancelling the flight ticket and lodgings during the Event. The Organization will provide receipts.
8. Registration as Participant for the Event is personal and not transferable.
9. Registration is open to everyone who has reached the age of 18 on the day of participation.
10. Youngsters of 16 and 17 years old can only be a Participant if they can provide the Organization with written permission from the parent/guardian and are accompanied by an adult.
11. Participation for persons under 16 years is possible in some cases, provided there has been consultation with the Organization.
12. The Participant is aware that due to the challenging nature of the event heavy demands on his / her physical and mental state are made, therefore a medical examination certificate is mandatory.

13. The Participant declares that he is healthy enough to participate in the Event.

### **Minimum fundraising amount**

1. Each Participant must raise at least EUR 5,000, in case the Participant does not reach the minimum target of EUR 5,000, the Participant can not participate in the Event.
2. Participants indicate prior to the Event how much they expect to raise for the Event.
3. If the amount is not collected on September 16th, 2020, then the Participant contacts the Organization before September 16th 2020 and discusses how they can participate in the Event.
4. Participants can be excluded from participation by the Organization if they do not raise enough funds for a starting permit. In this case the Participant is required to pay for the expenses made until the date of his cancellation. The Organization will provide receipts.

### **Rules**

1. Participants respect each other and the nature and follow the regulations.
2. The local (traffic)rules and traffic signs remain in force during the route.
3. Participants are required to follow all instructions of the police and the Organization.
4. Participants look after their own safety and the safety of others.
5. Participants are responsible for themselves to make the decision to terminate participation during the Event.
6. The Organization may decide to set time limits and take Participants out if these limits are not met.
7. It is prohibited to play portable radios.
8. During the Event it is prohibited for Participants to have objects that may be hazardous or cause serious nuisance to other Participants.
9. Participants should not dress provocatively.
10. Participants shall not dispose trash on and around the route.

### **The route**

1. Africa Classic takes place from October 3 until October 10, 2020 in Tanzania.
2. The route is not only accessible to the Participants of the Event. Participants should therefore take account of other traffic.
3. Participants must be familiar with the route.
4. It is forbidden to deviate from the route as a Participant.
5. Participants must inform the Organization if they get lost.
6. Participants can not hold the Organization liable for the fact that they are lost.
7. The Organization may decide to modify the route, to shorten or to completely cancel the (a part of) the event if the (security) situation is necessary in the judgment of the Organization.
8. The Organization also reserves the right to modify start and/or finish times and/or to change places.
9. Participants or any interested party may, upon a decision of the Organization referred to in the preceding two paragraphs of this Article, not claim for compensation or reimbursement of the enrollment fee and funds.

### **Preparation**

1. Participants participate voluntarily in the Event.
2. Participants themselves are responsible for proper preparation and adequate physical condition to participate in the Event. In case of doubt the Organization recommends that the Participant is accompanied by an expert trainer during preparation.
3. The Organization is not liable for bodily injury, which occurs before, during or after the Event due to inadequate preparation of the Participant or the physical health of the Participant.

## Materials

1. Participants must carry a valid ID with them during the Event.
2. Each Participant is required to include the requirements on the checklist provided by the Organization.
3. All gear brought and used by the participant to participate in Africa Classic must comply with the statutory requirements, so this will not bring any damage to the (or other) participant.
4. In case of problems with the materials, the participants themselves should be able to carry out basic repairs.
5. Participants are responsible for proper clothing, equipment and footwear for all types of weather.
6. Participants are responsible for carrying a mobile phone with them during the Event with the number of the Organization and the First Aid station.
7. Cycling jersey and bib number will be provided at the start of the Event.

## Medical care

1. The Organization of the Event is responsible for first aid. This includes providing first aid or making emergency interventions.
2. If a Participant is bodily injured, the Organization is always alerted.
3. A Participant should never be left alone on the route. If someone is not able to continue due to injury or exhaustion, a fellow participant is required to get help of the First Aid and has to stay with the victim. The victim should not be moved without consent of the First Aid assistance when it comes to serious injury.

## Cancellation

1. If a Participant for whatever reason decides to no longer participate in Africa Classic, the following fees are applicable:
  - Cancellation before June 1, 2020: EUR 250
  - Cancellation between June 1 and July 1, 2020: EUR 500
  - Cancellation between July 1 and August 1, 2020: EUR 1,000
  - Cancellation after August 1, 2020: the entire registration fee of EUR 1,495

*In case the participant cancels his/her registration to the event, there are 3 options regarding the funds the participant has raised:*

- In consultation with the organisation, the funds will be transferred to a next edition of the event.
- In consultation with the sponsors the donations will still go to Amref or the donations will be refunded to the sponsors.
- Funds that are raised through sales, cash collection or other activities that do not allow tracing complicate retracing the sponsor will not be refunded to the participant. But be given to Amref.

*In case donors have received a tax receipt, it is not possible to refund the money.*

2. In case a Participant does not reach the fundraising minimum and the Organization decides to disqualify the Participant from participating in the Event, the Participant is required to pay for the costs of reserving accommodation. The Organization will provide receipts.
3. Refund of donations is not possible in case participant has to dropout during the event.
4. If the Event unexpectedly must be cancelled due to unforeseen circumstances and/or circumstances beyond one's control, the Organization is not responsible for costs made by Participants, such as

registration fee and flight ticket.

## **Transportation**

1. Participant is responsible for booking his/her own flight to Kilimanjaro Airport, Tanzania.
2. Transfers from Kilimanjaro Airport to the first accommodation and to Kilimanjaro Airport from the last accommodation will be arranged by the organization.

## **Insurance**

1. Participants are obligated to have an accident insurance, liability insurance and a travel insurance that provides adequate coverage concerning the participation in this Event. Participants are reminded that standard coverage is insufficient in most cases and additional insurance may be necessary.
2. If Participants fail to take out adequate insurance this is at their own risk, the organization can not be held liable.
3. The Organization has a liability insurance for all participants. The coverage of this insurance only applies for the duration of the Event, not before or after. This insurance only applies to enlisting third parties and excludes transportation and damages to Participants/volunteers/the Organization caused by Participants. The Organization also has an accident insurance, which only pays in case of permanent disability and death.

## **Liability and guarantee Organization**

1. Participants are aware that participation in this Event may entail risks and dangers. These may include physical injuries such as damage to face, body and limbs, mental injury, handicaps, not being able to (fully) continue to practice a certain profession.
2. Participants are aware of the risks and dangers due to negligence, carelessness or inexperience of other Participants.
3. Participation in the Event is entirely at Participants own risk.
4. The Organization is only liable for damage suffered by a Participant as the direct and sole result of intended or gross guilt of the Organization. Only damage for which the Organization is insured and is covered by the insurance may be compensated.
5. The liability of the Organization shall exclude in each and every case (but not limited to):
  - damage caused by acts of third parties, including third parties engaged by the Organization as suppliers, workers, tenants/lessees of portions of the route and by hired persons by the third parties;
  - damage caused by not following the instructions of the Organization and failure to comply with general standards of public policy, the rules, safety and decency;
  - damage resulting from loss, damage or theft of the brought goods to the Event belonging to the Participant;
  - (consequential) damage resulting from changes in the start and finish times of the Event;
  - damage or loss caused by other Participants of the Event;
  - damage caused directly or indirectly to anyone or anything as a direct or indirect result of any defect or any feature or circumstance on or in any movable or immovable property of which the Organization tenant, renter or owner is;
  - consequential and indirect (corporate) damage on the Participants side.
6. The Organization is not liable for damage suffered by a Participant arising as a result of force majeure on part of the Organization. Force majeure contains unforeseen circumstances at the time

of agreement between the Organization and the Participant including but not limited to war, war violence, civil war, insurrection, riots, terrorism, police, strikes, transportation difficulties, fire, other serious disturbances in the Organization and on the route and for any reason not functioning public transportation or cancellation due to the necessary permits not being issued, or withdrawn so that the event can't take place or is forced to be cancelled by local authorities.

### **Disqualification**

1. A Participant may be disqualified from participating in the Event if:
  - the Participant has not paid the registration fee;
  - the Participant has not raised the minimum fundraising amount;
  - the Participant deviates from the route;
  - the Participant breaks the rules according to the Organization;
  - the Participant has medical problems according to the Organization;
  - the Participant exhibits misconduct according to the Organization;
  - the Participant does not follow instruction of the police, Organization or the medical staff according to the Organization.
2. The Participant or any third party can not claim reimbursement or refund of the registration fee and sponsorship money, when a decision is made by the Organization, medical staff or police, as provided in the preceding paragraph of this article.

### **Privacy**

1. Participants agree with any use of their image on print, on the Internet, photographs, film, video for promotional purposes of the Event or other Events, organized by The Event Foundation, without receiving any compensation.
2. These recordings can be used by the Organization in the following years to promote Africa Classic. Should a Participant object, then he or she has to indicate this prior to the Event.
3. Participants agree to share their personal details with the NGO they are cycling for: Amref Flying Doctors / Amref Health Africa

### **Information provision**

1. All Participants are provided with information by e-mail and telephone.
2. Participants are responsible for receiving this information (using the correct e-mail address, reading the newsletters, attending meetings/webinars, etc.).

### **Corporate identity**

1. Participants may use the corporate branding (logo, ads, basic texts, etc.) of the Event for promotion and fundraising. It is not allowed to use the corporate branding for other purposes than fundraising, nor make adjustments or changes. Participants should contact the Organization in case of doubt.
2. Use of the logo  
The Event logo may be placed by Participants on websites, print and team clothing.
3. For use to the logo please see [africaclassic.eu](http://africaclassic.eu). The logo can be downloaded from the website or is available on request through the organization of Africa Classic ([info@africaclassic.eu](mailto:info@africaclassic.eu)).

### **Applicable law**

1. The relationship between the Participants and the Organization is governed by Dutch law only.
2. Disputes shall only be presented to a competent judge in the Netherlands, regardless of where the Event is held.

### **Not provided**

In cases where these regulations do not anticipate or foresee, the Organization decides.

### **Agreement**

**The Participant acknowledges to have read these regulations and to have fully accepted them. By checking the regulations paragraph on the online registration form, the Participants agrees with the applicable regulations for Africa Classic. The agreement is confirmed by online sending the registration form. The Participant receives a confirmation of his or her registration.**