



## **Rules and regulations Triathlon Portocolom 2027**

### **ARTICLE 1. PRESENTATION**

Kumulus Active World 2012 S.L. and Club Triatló Portocolom are the organizers of the International Portocolom Triathlon.

### **ARTICLE 2. ACCEPTANCE OF CONDITIONS**

With their registration to the race all participants accept the present terms and conditions and discharge the event organizers, sponsors, partners, representatives, and all other persons associated with the event, for all the participant liabilities, claims, actions, or damages that participant may have against them arising out of or in any way connected with the participation in this event.

### **ARTICLE 3. PARTICIPATION**

3.1 - The Participant acknowledges that participation in the Event is physically strenuous. It is acknowledged that participation in the Event will be physically demanding and the Participant is aware of the nature of the Event and associated medical and physical risks involved.

3.2 - The Participant agrees that he/she is physically capable of competing in the Event and agrees to be solely responsible for his/her actions and the Event Organiser, its officers, employees, agents, affiliates, associated companies, sponsors or medical advisers are not responsible for any injury or illness that the Participant may suffer as a result of his/her participation in the Event. The Participant accepts that should any medical or physical condition arise prior to the Event which is likely to affect his/her ability to compete, the Participant will withdraw in accordance with these Conditions.

3.3 - The Participant agrees to abide by all applicable rules and regulations of the Balearic Triathlon Federation ("FETRIB") and is responsible to know the courses of the race.

3.4 - The Participant must collect the race number and rack their bicycle at the times and on the day as instructed in the Event Information which will be issued by the Event Organiser before the Event.

3.5 - Unless otherwise notified by the Event Organiser swimming wetsuits are compulsory for open water with water temperature under 15,9°C. It is the Participant's responsibility to provide and use a wetsuit which complies with FETRI rules and regulations.

3.6 - It is the Participant's responsibility to provide and use a bicycle and helmet following the rules and regulations of the FETRI.

3.7 - The use of any wheel devices in the course (including handbike) is not permitted.

3.8 - The Event Organiser may introduce cut off times as they see fit as part of the Event rules, being limits on the time taken to complete sections of the Event (as initiated by the Event Organiser at its discretion) to ensure the safe and proper running



of the Event. Subsequently, competitors may be instructed to withdraw from the race in accordance with imposed cut off times.

3.9 - The Event Organiser reserves the right at any time to remove Participants from the Event or prevent Participants participating in the Event if considers such action necessary for safety reasons or the proper enjoyment of the Event by other Participants or for any other reasonable reason. No refund of the Fee shall be made if the Participant has acted negligently, maliciously, with willful misconduct or otherwise without due care and attention for the Event or other participants, so as to cause his/her removal.

3.10 - If the participant has not a valid Triathlon license covering the participation in the event, a 1 day license has to be purchased at the race number pick up paying 15€ in cash. The license covers accident insurance and civil liability.

3.11- Race number/goodie bag must be collected by the athlete only, with appropriate photographic personal identification.

3.12- The Organizer will provide the timing chip at the race number pick up and is included in the entry fee. Due to security reasons is mandatory to participate with chip. You will have to return it at the bike check out and in case you lose it, 30€ in cash will have to be paid on the bike check out

3.13 - The minimum age of entry is 18 years.

#### 3.14 - DISABLED PARTICIPANTS

Disabled participants will be given a 50% discount on the entry price.

In case of a blind or visually impaired athlete who requires a guide, the entry for the guide will be free of charge.

In any of the cases, this has to be done contacting the Organizer: [info@triathlonportocolom.net](mailto:info@triathlonportocolom.net)

3.15 -Those who are firmly sanctioned for doping, either by the UCI or any other national federation will not be allowed to take part in the race.

### **ARTICLE 4. WITHDRAWAL, CANCELLATIONS OR ALTERATIONS**

4.1- If the event is cancelled, postponed or the course (s) changed due to force majeure the amount of registration will not be returned.

- Cancellations of registrations notified until November 30th will be entitled to a refund of 100% of the entry fee\*.
- Cancellations of registrations notified from December 1<sup>st</sup> until 15 days before the triathlon, will be entitled to a refund of 50% of the entry fee\*.
- Cancellations of registrations as of 15 days before the triathlon will not be refunded.



\*The amount to be refunded corresponds to the registration fee. The service fees will not be refunded because these are external charges.

**Transfers to following editions are not allowed.**

4.2 Distance changes (only if there are places available and maximum up to 2 weeks before the race)

- Until January 31st, the amount of the difference will be refunded if applicable and in case the new distance has a higher price, the difference will be charged.
- From January 1st the amount of the difference will not be refunded and in case the new distance has a higher price, the difference will be charged.

4.3 -The registration is personal and non-transferable and means the total acceptance of the race regulations including the waiver of civil liability. Once the entry has been made, it cannot be transferred to any other person under any circumstances.

4.4 - If someone takes part with other participant race number will be disqualified and the organization reserves the right to take legal actions.

**ARTICLE 5. TROPHIES AND CATEGORIES**

5.1 - All finishers will get a medal.

5.2-Trophies will be distributed as follows:

- The best 3 men and women of the overall results will receive a trophy.
- Trophies for the top 3 in each age group (masculine and feminine) for the following categories:
  - JUNIOR (only 55.5 distance)
  - SUB23
  - SENIOR
  - VET1
  - VET2
  - VET3
- Relays: first relay team: male relay, female relay, mix relay.

\* A minimum of 5 competitors in the same category is required for a category to be included in the awards ceremony.

Trophies have to be collected at the award ceremony and cannot be claimed afterwards.

**ARTICLE 6. CLAIMS**

6.1-Protests must be made in written to the Referee, within one hour after the end of the race.



## **ARTICLE 7. DISQUALIFICATIONS**

Will lead to disqualification:

- Provide false information on registration (age, residence, etc.)
- Not completing the full course
- Not pass through the step controls in the course
- BIB number not showed correctly or being modified
- Racing with the BIB number or/and chip from other participant
- Ignore the instructions of the organizers and/or judges during the course
- Refuse to do the doping test
- Unsporting behaviour
- Littering
- Littering is not allowed. Participants throwing away bike bottles, packaging of bars and gels, bike bottles or the like outside of the eco zones will be immediately disqualified.
- Drafting off another competitor or motor vehicle is forbidden. The draft zone will be a rectangle 12 meters long by 3 meters wide. Race on the right of the street. Crossing the line and/or riding on the left lane are reasons for disqualification
- Headphones (mobile phones, MP3 players, headsets etc.) are not allowed.

## **ARTICLE 8. MEDICAL ASSISTANCE**

8.1-The Race will have medical services to attend the participants. The Organization encourages all participants to do a medical examination prior to the race. All participants accept the risks involved practicing this sport. Furthermore, the athlete declares himself in good physical condition for this race and agrees that this participation is his responsibility. Any participant with health problems is bound to previously notify this in writing to the Organization,

8.2- Medical services are entitled to remove any participant from the race who appears to be in a bad physical condition.

## **ARTICLE 9. LIABILITY**

9.1- The Organization declines any responsibility of the effects, consequences or responsibilities arising from any damage, both material and personal, caused by a participant, at the race, themselves or other people. This includes third parties cause damage to a participant, volunteer or staff of the Organization.

The participant is the only one responsible for the care and safe-keeping of his/her material, including loss or damage of the personal items, as well as theft or other reasons.

9.2- The participant by registering accepts this conditions and exonerates Kumulus Active World, 2012 SL, sponsors, partners and all other persons involved of any liability that the participant may eventually claim, following causes or events that occurred during my activities as a participant in this event.

## **ARTICLE 10. AUTHORIZED VEHICLES**

Only the vehicles that are accredited by the Organization can follow the race.

It is strictly forbidden to follow the participants in any type of vehicle engine or on wheels (skates, bicycles, etc...). The Local Police, Guardia Civil and Organization staff can remove them immediately from the course.



## **ARTICLE 11. DATA PROTECTION POLICY AND IMAGE RIGHTS**

In accordance with the European Parliament and European Council (EU) regulations 2016/679 of the 27th of April 2016 relating to the protection of individual persons regarding the processing of personal details and their free circulation, more commonly known as the the General Data Protection Regulation (hereinafter GDPR), as well as the legislation forming it, Kumulus Active World 2012 S.L., S.L. informs you that the personal details obtained via the registration platform service will be stored and processed for the purposes of Kumulus Active World 2012 S.L. with registered office in Pou de Sa Sini 24-3, 07350 Binissalem, Balearic Islands (Spain)) and CIF number: B -57752891.

Kumulus Active World 2012 S.L. is committed to fulfilling its obligation of personal data confidentiality and their duty to maintain and take all measures of a technical and organizational nature to ensure the safety of personal data and prevent their alteration, loss, processing or unauthorized access, taking into account any technological advances, the nature of the data stored and any risks to which they may be exposed, all in accordance with the provisions of the GDPR.

### Information Collection and Use:

Your personal information is collected when you register, fill in a form on our website, contact us, or complete a form which may relate to, for example, event entries, enquiries about an event, requesting event information, etc...This includes information you provide when you register to use our website or subscribe to newsletters The information you give us may include your name, address, email, phone number, information about people supporting you, payment details and any details we may require to fulfil your requirements. Personal information that is provided by you will only be used for the purpose for which it is provided unless you are informed otherwise at the time of giving the information.

The collection of Personal Data is aimed at management of the relationship with the participant, as well as for information and marketing of the service, and of any activities related to them, including for statistical purposes and to improve the service quality.

The personal data provided by the User is understood to be true and correct, the latter being solely responsible for the fact that the information provided is complete and true. Once the user has unsubscribed, th time period for which the personal data collected through the form is kept shall be four years.

### Legal Basis to process your data:

When you register your personal information is deemed necessary for us to fulfil our contractual obligations to you, without this information, we will not be able to process the entry, security reasons or information you need.

We rely on your consent for some of types of data processing such as our marketing activities, We may use your contact details to send you information on our products and services that may be of interest to you. You have a right at any time to stop us from contacting you for marketing purposes.

We use some of your data to perform statistical analysis in order to make business process improvements.



In any of those cases you can withdraw your consent at any time.

The personal data provided, as well as the images taken during the event, will be used for the purpose of the event, as well as the race final classification which will show name, category and nationality. I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event. As registering to the race, every participant declares to consent that his personal data will be treated for the before mentioned purposes.

**Image rights.** The acceptance of these regulations necessarily implies that the participant authorizes the organizers of the event to record all or part of their participation therein, accepts the use of their image to promote and broadcast images of the race or any other event organized or commercialized by Kumulus Active World 2012 S.L. or any other all formats (radio, print, video, photos, DVD, internet, posters, media, etc.) and transfers all rights to commercial exploitation and advertising deemed appropriate, without any entitlement to receive financial compensation.

**Your rights to access personal information:**

Users can exercise their rights in relation to Kumulus Active Worlds 2012 S.L. at any time. To this end, you should send us written notification of the right you wish to exercise, and accompany the notification with a document accrediting your identity (DNI/NIE or passport). Such notification can take any of the following forms: Post: Pou de Sa Sini 24-3, 07350 Binissalem, Islas Baleares (Spain) or by email:

[info@kumulus.es](mailto:info@kumulus.es)

## **Appendix 1 - Sportograf Privacy Policy for Events**

At our event, Sportograf GmbH & Co KG (web: [www.sportograf.com](http://www.sportograf.com)) will be our media partner and exclusive photo service provider.

If you participate in an event at which Sportograf (hereinafter referred to as "we") has been commissioned as an exclusive photographic service by the Organiser, we may collect photographic and video material on which you can be identified personally, possibly with your event participant number (e.g. start number).

We use the data collected at the sport events to fulfil our obligation as a photo service provider under the underlying contract with the Organiser and in our own economic interest to sell the photos of the event to the interested participants via our website [www.sportograf.com](http://www.sportograf.com). Through many years of experience in the field of event photography, we can ensure that participants of sports events will be informed transparently that Sportograf will be used as an exclusive photo service provider.

Furthermore, every participant of such an event must expect that the organiser or his cooperation partners will sell photos of such events as souvenirs. Your personal data will not be passed on to third parties. We only use photographers who we have obligated to comply with data protection laws in accordance with the EU General Data Protection Regulation.

The legal justification for the data processing is our aforementioned legitimate interests according to Art. 6 Para. 1 lit. f GDPR. You have the right to object to this processing.



You can find more information on how we handle personal data and regarding your right of objection in our privacy policy available at [www.sportograf.com/de/service/general/privacy](http://www.sportograf.com/de/service/general/privacy) or [beta.sportograf.com/en/privacy](http://beta.sportograf.com/en/privacy).

## **Appendix 2 –**

Anything not included in these regulations is subject to the organization's decisions.