

## Terms & conditions of RUN IN COLORS

THESE TERMS & CONDITIONS REGULATE RUNNING EVENT RUN IN COLORS AND RUN IN COLORS NIGHT WHICH TAKE PLACE ON 6.5.2017 IN BRATISLAVA, 13.5.2017 IN PRAGUE, 20.5.2017 IN BRNO, 27.5.2017 IN HRADEC KRÁLOVÉ, 3.6.2017 IN PILSEN, 10.6.2017 IN NITRA, 17.6.2017 IN LIBEREC AND 24.6.2017 IN ZLÍN.

The organizers (hereinafter “organizers”) of the running event RUN IN COLORS (hereinafter “event”) is company RUN IN COLORS, s.r.o., with its registered office: Zborovské náměstí 2273, ZIP code 530 02, Pardubice – Zelené Předměstí, Registered number 04485793, and company Horak & Co. Consulting, s.r.o., with its registered office: Hybešova 726/42, ZIP code 602 00, Brno – Staré Brno, Registered number 03683346, and by registration of a participant according to these Terms & Conditions (hereinafter “T&C”), contractual relationship between organizers and participant is established. One can only become participant only if he fulfills conditions set by these T&C.

### LEGAL FORCE AND VALIDITY of the T&C

These T&C govern legal relationship between participant and event organizers. The relationship is established by participant’s registration to the event. T&C valid at the time of participant’s registration become a part of the contract between the organizers and the participant. The participant takes into account and agrees that the organizers have the right to modify event’s T&C and Rules, especially with emphasis on safety and organization aspects of the event. All changes of the event’s T&C or Rules of the run will be published on the event’s website – [www.runincolors.eu](http://www.runincolors.eu)

### REGISTRATION – PRICES/PAYMENT CONDITIONS

Participation in the event RUN IN COLORS is not age restricted. The right of participation is individual and not transferrable. People younger than 15 years can participate in the event only when accompanied by his legal guardians or they have to provide an agreement of his legal guardian with the participation, that is when accompanied by another person older than 18 years. People from 15 to 18 years have to provide an agreement of his legal guardian with the participation. The agreement of the legal guardian has to be given in written form by filling the form that is available for download on the event’s website – [www.runincolors.cz](http://www.runincolors.cz). Filled form must include a signature of the legal guardian, then be scanned and sent on e-mail [registration@runincolors.eu](mailto:registration@runincolors.eu) or alternatively the original document has to be handed to the organizers at the venue when getting the starting pack. Price categories are as following:

#### **RUN IN COLORS**

- Children under 6 years FREE (without a claim for a starting pack, if you want to get a starting pack, you have to pay the fee for Children between 6 and 14 years.)
- Children between 6 and 14 years 290 CZK (if registered and paid at least 1 day before the event)
- Children between 6 and 14 years 350 CZK (if registered or paid by cash at the venue)
- 15 years and older 450 CZK (if registered and paid by 31.1.2017)
- 15 years and older 500 CZK (if registered and paid by 31.3.2017)
- 15 years and older 550 CZK (if registered and paid at least 1 day before the event)
- 15 years and older 650 CZK (if registered or paid by cash at the venue)

## RUN IN COLORS NIGHT

- Children under 6 years FREE (without a claim for a starting pack, if you want to get a starting pack, you have to pay the fee for Children between 6 and 14 years.)
- Children between 6 and 14 years 350 CZK (if registered and paid at least 1 day before the event)
- Children between 6 and 14 years 400 CZK (if registered or paid by cash at the venue)
- 15 years and older 550 CZK (if registered and paid by 31.1.2017)
- 15 years and older 600 CZK (if registered and paid by 31.3.2017)
- 15 years and older 650 CZK (if registered and paid at least 1 day before the event)
- 15 years and older 750 CZK (if registered or paid by cash at the venue)

## Special package RUN IN COLORS + RUN IN COLORS NIGHT\*

- Children under 6 years FREE (without a claim for a starting pack, if you want to get a starting pack, you have to pay the fee for Children between 6 and 14 years.)
- Children between 6 and 14 years 550 CZK (if registered and paid at least 1 day before the event)
- Children between 6 and 14 years 650 CZK (if registered or paid by cash at the venue)
- 15 years and older 890 CZK (if registered and paid by 31.1.2017)
- 15 years and older 990 CZK (if registered and paid by 31.3.2017)
- 15 years and older 1090 CZK (if registered and paid at least 1 day before the event)
- 15 years and older 1250 CZK (if registered or paid by cash at the venue)

*\*valid only if registered and paid at the same time.*

Registration for the event can be done online on the event's webpage – [www.runincolors.eu](http://www.runincolors.eu), and that is by filling in required participant's registration form. Registration for the event can also be done on the day of the event at the venue, between 13 – 15:00 for the event RUN IN COLORS and between 19 – 21:00 for the event RUN IN COLORS NIGHT. Every registered participant will receive a starting number and is required to carry the number for the entire event. Starting numbers are not transferable. Without a starting number, the participant will not be allowed to the event's start. Only correctly registered participants can take part in the event. Children aged 0 to 6 do not fill in separate registration, unless they are interested in receiving a starting pack. Entry to the event's venue will be only allowed with valid starting number. RUN IN COLORS events start at 13:00, the run starts at 15:00 and the participants are required arrive before 14:00. RUN IN COLORS NIGHT event starts at 19:00, the run starts at 21:00 and the participants are required to arrive before 20:00.

[Download the template of legal guardian's agreement – category 15-17 years](#)

[Download the template of legal guardian's agreement – category 0-14 years](#)

## STARTING PACK – DISPENSING OF THE STARTING PACK ON THE DAY OF THE EVENT

Every participant that has been registered and that has paid the starting fee, will receive the starting pack for the event RUN IN COLORS. The pack contains a RUN IN COLORS t-shirt, 1 package of color, a

medal, a bag, sunglasses (in case of RUN IN COLORS NIGHT the participant will receive 2x UV stick instead of sunglasses), a starting number and small gifts from our partners. Starting pack will be dispensed at the venue on the day of the event, after the participant provides his registration data. The participant is obliged to collect the starting pack at least one hour prior to the start. Organizer cannot guarantee later dispense of the starting pack.

## COLORS

Colors that are included in the starting pack and which will be used by participants during the event are hygienically safe, properly tested and made out of food colorings – so called food starch. Despite the color harmlessness, participants are required to follow restrictions that minimize any health and safety risks. Participants are obliged to avoid any direct contact of colored powder with eyes and its direct inhalation. For this reason, the organizers suggest that participants use goggles and a cloth or a mask against powder that would cover their mouths. Children under 15 years of age are allowed to use the colors only under his legal guardian's supervision.

Before the event, follow these recommendations:

1. Before the event, apply a body oil or a body lotion (can be sun lotion) or a greasy cream on whole body.
2. Do not apply the colors in more layers into your hair and do not apply a nutritional oil, wax or gel into your hair before the event.
3. Do not take anything valuable with you.
4. If you are running with a stroller, cover it with a casing or a raincoat.

The Organizers reserve the right to restrict usage of colors in case of adverse weather. The Organizers are not responsible for any damage caused by using of colors.

## CANCELLATION OF PARTICIPATION – REGISTRATION FEE – CANCELLATION

Registration of the participant is not transferable. Registered participant that cannot take part in the run, no matter if he contacted the organizer about it prior to the run or not, is not entitled for a refund of the registration fee. The registration fee will be refunded only in case of whole run cancellation.

The participant is allowed to transfer his registration to another person with the organizer's approval, provided that he informs the organizers about the change at least 7 days prior to the event by sending an e-mail to [info@runincolors.eu](mailto:info@runincolors.eu)

## LIABILITY WAIVER

The organizers reserve the right to change the planned program or to cancel the run due to a natural disaster, for safety reasons or if it would be required by an official ordination of appropriate state authorities or self-governments. In these cases, the organizers will not have any obligation to compensate the participants for any damage incurred.

The organizers are not responsible for any property damage or financial losses that are not caused by an obvious negligence from the organizer's side.

The organizers are not responsible for any participant's health condition induced or caused by the participation in the run. It is each participant's responsibility to have his health condition checked and to read all information provided by the organizers before the run itself, especially the information published on the run's webpage.

The organizers are not responsible for any technical issues of any kind that are connected to proper registration or fee payment.

## GATHERING AND PROCESSING OF PERSONAL DATA

By registration for the event, in accordance with Act no. 101/2000 Sb. on the Protection of Personal Data and on Amendment to Some Acts and Act no. 480/2004 Sb. on Some Services of Information Society, the participant provides an agreement with gathering and processing their personal data to company RUN IN COLORS, s.r.o., with its registered office: Zborovské náměstí 2273, ZIP code 530 02, Pardubice – Zelené Předměstí, Registered number 04485793, and company Horak & Co. Consulting, s.r.o., with its registered office: Hybešova 726/42, ZIP code 602 00, Brno – Staré Brno, Registered number 03683346, as personal data administrators, in order to evaluate the event and to send information about the event and other events that are hosted by the organizers, for an indefinite time period. Furthermore, gathered personal data can be used for statistical purposes. Personal data gathered this way will not be published. The participant takes into account that he has access to their personal data and other rights according to the Article 11 and 21 of Act no. 101/2000 Sb. The participant provides the agreement voluntarily and can cancel the agreement at any time for free at the data administrator's address. The participant agrees that his personal data will be provided if needed in order to provide medical assistance in accordance to the event.

By registering to the run, the participant provides explicit agreement (license) to the organizers with taking and using and sharing their likeness, photographs and audiovisual recordings that are associated with the participant or expressions of their nature, and that are taken during the run or immediately before/after it (including the events that are ongoing after the run finishes), for any time in the future. Taken materials can be used anytime to an own promotin of the organizers and commercial reasons, without any claim for royalty.

The participant explicitly agrees that the organizers are allowed in accordance with Act no. 101/2000 Sb. and Act no. 89/2012 Sb., Civil Code, to freely use gathered personal data of the participant in media (including the Internet and social networks), in promotional and commercial materials of the organizers, while also audiovisual recordings of the event participants can be taken and shared using the same method, all of that for a period of 10 years after the event's finish.

By registration, the participant irrevocably authorizes in accordance with valid legislation RUN IN COLORS, s.r.o., and Horak & Co. Consulting, s.r.o and in cases when companies RUN IN COLORS, s.r.o. or Horak & Co. Consulting, s.r.o authorize third parties – commercial partners, to use for an unlimited amount of time and with no locality restriction and with no royalty claim, photographs (including photographs on the participant's Facebook profile), audio recordings, video recordings or movie representations, pictures, likenesses, names and voices in any medium, especially on the TV, on the Internet, in press, product catalogs and brochures, video recordings and commercials that run at the sale points, as in any other printed or written materials that are associated with the above mentioned recordings for the commercial and promotional purposes, and for sale of products of the company RUN IN COLORS, s.r.o. and Horak & Co. Consulting, s.r.o and/or to promote the event.

Furthermore, the organizers are authorized to hand the personal data over to an authorized person that sends the photographs of the participants taken during the run to these participants. The participant agrees with using the e-mail address used for the registration to send the information about the event and potential program changes.

## TERMS AND CONDITIONS OF PARTICIPATION – SAFETY INSTRUCTIONS

Every person whose health condition allows this kind of run can participate. There is no age limit for participation in the event. People under 15 years can only participate under supervision of their legal guardians. People aged 15 to 18 have to provide legal guardian's agreement with participation that can be downloaded above. The participants will be informed about all the organizational measures prior to the run's start. The participants are obliged to follow the organizers' instructions. The organizers have a right to disqualify any participant whose behavior could endanger safe running of the event or the security of other participants. The track is 5 km long and is not timed. The participants can take as much time as they want, the event is not a race. Any sports equipment that could be dangerous for the participants or visitors will be allowed only by explicit written agreement of the event organizers. Legally valid organizers' statement against a participant can only be given by duly empowered person chosen by the organizers. These persons can be specifically members of the medical team that provides assistance during the event, who have the right to forbid the participant from taking part or continuing in his participation in order to protect the participant' health for valid reasons.

By registering, the participant confirms following:

The participant declares that he is over 18 years old or that he can provide his legal guardian's agreement or that he will take part in the event accompanied by his legal guardian.

The participant declares that he is aware of the risks of property damage or injury during the event. The participant furthermore declares that he is participating voluntarily and agrees to follow these T&C.

The participant confirms that he can only take part in the event under the condition that he will not use narcotic or psychotropic substances including drugs with similar effects. He furthermore confirms that his health condition corresponds to the event's nature and that he is capable of completing the event without any damage on his health.

The participant is obliged to follow all the instructions of the organizers and other persons that cooperate with the organizers on the event's run. The participant is obliged to complete all potential training courses held by the organizers in order to ensure event's security or for other reasons at the discretion of the organizers.

Every participant is obliged to have a health insurance for the entire event. The participant is aware and agrees that the event's program and potential changes are fully a responsibility of the organizers.

The participant is aware that participation in the run is at his own risk and that the organizers or persons that cooperate with the organizers on the event's run are not responsible for damage on property or health of the participant or other persons caused by breach of the participant's obligations that result from the T&C.

The participant is aware and agrees that the organizers are not responsible for any damage on health, property or any other damage resulting from participating in the run or by its spectating.

The participant is aware of the responsibility that he holds for any damage on health or property of his or of other persons or on damage done by breaching the obligations that result from the T&C. All damage that he causes by breaching of the T&C to himself, other participants, organizers or people cooperating, have to be paid in full amount at his own expense. It is forbidden to use roller skates,

bicycle or any other means of transport at the start, finish and on the track in its full length. Also animals are forbidden in the start and finish areas and on the track.