

## **RULES & REGULATIONS SCHLECK GRAN FONDO 2021**

The Schleck Gran Fondo is a Cyclosporive held in Mondorf-les-Bains, Luxembourg, on **Saturday, 25 September 2021**. The Schleck Gran Fondo is a road race with two distances. The event is organized by Schleck X-Perience in cooperation with the cycling club ACC Contern.

The cyclosporive is part of the Luxembourg Cycling Federation's national calendar and is open to licensed and non- licensed riders. The Schleck Gran Fondo 2021 is a qualifier for the UCI World Gran Fondo Championships 2021.

### **Article 1: Registration**

All commitment involves a prior payment of registration fees. The registration is not valid until the registration form has been completely and truthfully filled out and the organizer has all the required documentation (license, parental authorization).

By paying the registration fee, all participants acknowledge and accept these rules and regulations in its entirety, declares being in good physical condition and there are no contraindications to participate in this cycling competition and accept the usual and frequent competitive cycling risks, such as individual or collective falls.

The registration for the Schleck Gran Fondo can be carried out on the official website [www.schleckgranfondo.com](http://www.schleckgranfondo.com).

### **Article 2: Right of withdrawal**

The registration falls under Art. VI, 53, 12° WER for which the right of withdrawal is excluded. A bib number is given and reserved, therefore no refund will be issued, in case of the event's adjournment or cancellation.

In case of non-participation, regardless of the reason, the registration fee and possible extras cannot be reclaimed.

### **Article 3: Change of registration**

Participants who want to transfer their registration to another person can do so by writing a mail ([info@schleck-x-perience.com](mailto:info@schleck-x-perience.com)) before the online registration close. The administrative cost as indicated is payable for this.

Participants who want to change the distance can do so on-the-spot, on the day of the event. The administrative cost as indicated on-the-spot is payable for this. If a supplement is owed for the newly chosen distance, this will also be charged.

## Article 4: Participation

The Schleck Gran Fondo is open to all participants, license-holder or not, over the age of 18. Minors over the age of 16 may participate on the shorter course upon presentation of parental consent at the packet pickup.

All license-holders will have to show the original or copy of the license at the packet pickup. Those participants with either no license or a license other than a Fscf license, confirm accepting the race rules that there are no contra indications for the rider to practice cycling in a competition. During the registration, all riders can sign an individual accident insurance that accords them the same protection as Fscf licensed riders.

Participation requires good health and good conditional preparation. The participant declares to meet this condition. Before participation, the organizer recommends a preventive sports medical examination at a certified sports doctor.

**Article 4.1:** The authorization of the Ministry of Transport foresees that all the riders having more than a two-hours delay to the first rider, will be informed by the official car: "voiture 2h, fin du parcours sécurisé" that the surveillance of the crossroads will shortly come to an end. All the riders declare to respect the Luxembourg traffic regulations and ensure their own safety and speed control. **At any time, the roads are open to traffic!**

**Article 4.2:** Cyclists may not be followed by back-up cars or vehicles (the organizer refuses to accept any responsibility in case of accident caused by or with this vehicle). Littering is strictly prohibited. Equipment used by the participants must conform to the general regulations that govern road races. Triathlon-type handlebar extensions are not allowed. Rigid bicycle helmets are mandatory for all participants throughout the event.

**Article 4.3:** A security and care system is provided (vehicles, bikers, traffic control persons, talkie-walkies...). The event has a first aid service and medical care, ambulances and rescuers, in addition to public and conventional rescue service. Other expenses for medical care, surgery, hospitalization, evacuation and repatriation are in charge of the participants. The racecourse is entirely signposted and has to be followed strictly. Please respect the entire race regulations and traffic laws. A "broom wagon" and/or "end of course" vehicle will close the racecourse.

**Article 4.4:** Per international and national sporting rules, participants may be subject to medical controls at the finish of the event. An infraction at these controls, or a refusal to participate, will result in immediate disqualification of the participant concerned, along with legal consequences.

**Article 4.5:** An Emergency phone number will be given to all participants. This number should only be used in case of a problem where the participant requires medical or safety assistance.

**Article 4.6:** All participants commit to have their equipment checked and in perfect condition (brakes, new tires) before starting the race, and provide spare parts (inner tubes are required), and wear race appropriate attire. A technical assistance service may or may not be provided at the start, and at service points along the ride (billed parts, free labor costs). This service cannot be responsible

for accident or falls following the service. Equipment and bike accessories must be fixed properly so as to avoid any accident or fall risk, breakage or loss on the road. Any negligence from the participant will involve his entire responsibility.

**Article 4.7:** The foreseen course of the race might be altered, the event delayed, or canceled without notice, as seen appropriate by the race director. The times could be reevaluated depending on the conditions of the moment. Each participant will be informed of any changes when they pick up their race packet. There will be time limits established for completion of the event. The finish line controls will close when the "end of course" vehicle completes the course. This vehicle will travel at an average of 22 km/hr. All participants who are passed by the closing vehicle are considered out of the supervision. Any rider who continues will not be covered by the organization, and the organization will deny all responsibility.

**Article 4.8:** Designated commissioners can punish, even exclude, and remove the BIB number to any competitor who does not respect the race rules (littering, dangerous ride, disrespectful of the road's code). Moreover, the medical staff is also allowed to suspend and evacuate all participants who are taking risks with their health and life.

**Article 4.9:** In case of breach, the faulty participant will be solely responsible at his own risk in a penal law procedure, but also, he will be solely responsible civilly for accidents in which he is the offender or the victim, directly or indirectly. The participant acknowledges that the timed or untimed cycling practice on a road open to traffic involves risks and agrees that he always adapts his speed to the traffic and road conditions. He is perfectly conscious of his vulnerability and accepts risk of slide, accident and particularly falls.

**Article 4.10:** The Schleck Gran Fondo takes place under the auspices of the Luxembourgish Cycling Federation (Fscf) and the sporting rules are those technical regulations published for the conduct of Cyclosporives. The event is a qualifier for the UCI World Granfondo Championships, so the UCI categories listed below take effect. The Age Categories for Men and Women are as follows:

Cat M1/W1: 19/34 y Cat M2/W2: 35/39y Cat M3/W3: 40/44y Cat M4/W4: 45/49y Cat M5/W5: 50/54y  
Cat M6/W6: 55/59y Cat M7/W7: 60/64y Cat M8/W8: 65/69y Cat M9/W9: 70-74y, Cat M10/W10 :75y+

The men in categories M1,2,3,4,5,6,7, have to ride the long course of 160km to qualify. All women categories W1,2,3,4,5,6,7,8,9,10 as well as M8,9,10 have to ride the short course of 90km to qualify.

There will be no age classifications for women cyclists and men over 65 years old (categories M8,9,10) who want to ride the long course.

There will be no M1,2,3,4,5,6,7 age classifications for men in the short course.

As a qualifier for the UCI World Granfondo Championships, the age category M1 is defined by the UCI regulation for riders of the age +19 years (born before 01.01.2003). By consequence only the participants older than 19 years can qualify for the World Championships. The different categories will be defined according to the age of the cyclist in December 31st of this year.

All men and women cyclists who have not accumulated any UCI points will be eligible to be classified. Men and women cyclists who have UCI points may participate but will not be classified. Active professionals are admitted upon invitation but will not be classified.

**Article 4.11:** The award ceremony of diplomas, rewards and trophies will take place on the same day of the race. Rewards are given by partners to winners and by random draw. No gift will be neither exchanged, nor refunded, nor sent. No reward will be handed in cash.

**Article 4.12:** Competitors must respect the sport spirit and fair play of the race. If they are caught committing fraud (not in the right start zone, anticipated start, disrespect for the route, use or help from vehicles...), or are guilty of misbehavior, or dangerous activity (disrespectful or abusing words, incivility, use of doping substances, throwing objects, documents or littering, dangerous ride, road traffic offenses, etc.) will be punished. Any participant who is violating the Luxembourg traffic regulations will be excluded systematically from the next race.

## **Article 5: Insurance**

Liability or accident insurance is the participant's own initiative. The organizer declines all responsibility in case of an accident or incident before, during, or after the event. Likewise, all race organization collaborators, assistants, and team members will not be held responsible before, during, or after the event.

### **Article 5.1: Civil liability insurance policy**

Organizers and participants are covered for civil liability insurance policy, subscribed by the organizer, regarding injury or property damage accidentally caused to a third-party or to each other (application of the Civil Code articles 1382-1386). This contract only offers coverage on the official route and during the race, for lawfully registered participants and controlled at the start and the finish, official checking points as evidence.

### **Article 5.2: Physical injuries, individual accident insurance**

The organizers emphasize that participants subscribe to an insurance contract which covers physical injuries they might suffer during this event. Participants must ensure to protect themselves any type of injury related damage. License-holders have to find out from their Federation if they are sufficiently insured for physical injuries caused in cycling events. Otherwise, it is highly recommended to license and no license-holders, in subscribing to the insurance on offer from the organizer or getting guarantees on their own insurance covers.

### **Article 5.3: Property damage and responsibility**

Organization and insurer are not liable for participants' property damage such as damage caused during a fall, damages due to theft or any other damage. Each participant must insure themselves against these kinds of damages with their own insurance provider. Participants acknowledge that organizers are not liable for watching their belongings and cannot be held responsible in case of loss

or theft. Objects, accessories or bikes delivered to a third party during the event (organization's members or not) will be under the responsibility of the participant.

**Article 5.4:** In case of an accident which can involve the organizer's responsibility, a statement will have to be made in writing and sent by registered post, less than 48 hours after the accident. This statement will have to state accurate and detailed circumstances of the accident, including all documentary proof, in order to establish a file, and be accepted by the insurance companies.

## **Article 6. Cancellation of the event - Force Majeure - Liability**

### General

Schleck X-Perience sàrl is only liable for a shortcoming attributable to it, insofar as this liability has not been explicitly excluded or limited in these general terms and conditions. In aggregate, the liability of Schleck X-Perience sàrl is in any case limited to compensating for direct damage (excluding indirect damage) and can never be in excess of the value of the service provided, being the registration fee.

Liability in the event of force majeure is excluded. Force majeure is understood to include any and all circumstances or events which are beyond the control of Schleck X-Perience sàrl that prevent it (even temporarily) from fulfilling its obligations in whole or in part. This includes, but is not limited to, non-delivery or late delivery or errors from suppliers or other engaged third parties, instructions, decisions or interventions of any kind by public or regulatory authorities ("fait du Prince"), terrorism or the threat of terror, weather conditions (such as extreme heat, thunder, storm, gusts, floods, etc.), fire, riot, war or threat of war, uprising, epidemics, pandemics (such as COVID-19), state of quarantine, disruptions in a (telecommunications) network or connection or used communication systems, riots on the public highway, blockades, strikes or lock-outs, demonstrations and other disturbing disturbances.

Cases of force majeure do not give the right to any reimbursement of the registration fee or any other form of compensation for damages.

### COVID-19

COVID-19 is an extremely contagious disease that can lead to serious illness and death. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Attending the event is entirely voluntary and at the participant's own risk, and implies acceptance of the risks associated with exposure to COVID-19. The organizer shall not be liable in any way in case of contamination with COVID-19.

If the organizer has to cancel the event due to an epidemic or pandemic (such as COVID-19 and any new outbreaks thereof) and/or emergency government measures ("force majeure"), the registration will automatically be transferred to the new date or the next edition of the event.

## Cancellation

In case of cancellation of the event by Schleck X-Perience sàrl, other than in the event of force majeure, the tickets will be exchanged for tickets for a new / next edition of the event or another Schleck X-Perience sàrl event. Any other costs incurred in connection with the event, such as service and administration costs and any extras (such as merchandising, T-shirts, training schedule, charity, etc.), will not be reimbursed.

## **Article 7. Personal details and intellectual property rights**

All information of the participants is for Schleck X-Perience sàrl's administration. Schleck X-Perience sàrl and her partners will use the information for purposes of subscription to the Event and marketing and communication purposes. The General Data Protection Regulation 2016/679 relating to data processing lays down the access right to the data and the correction thereof. At all times the participant can request the correction of his/her personal data based on the contact details specified in these general terms and conditions.

Through your participation to the event you declare you agree with a possible use of your details, photograph or portrait right in print, film, video, etc. for promotional purposes of Schleck X-Perience sàrl and its events, without claiming payment for this.

The participant states he/she is familiar with the fact that techniques may be used that allow his/her exact location to be tracked at any moment by picking up signals of the chip, included in the proof of participation which the participant is wearing. The participant gives consent to Schleck X-Perience sàrl to make this information public so that it can be viewed by everyone.

The participant gives consent to Schleck X-Perience sàrl to track his/her location real-time (live tracking) as described above, to save this data in a file, to provide it to third parties and to publish it online, through social media and mobile applications.

All participants authorize organizers and also right-holders such as partners and medias, to publish and use the race results, as well as fixed and audiovisual images in which he may appear during the event, including for promotional documents and advertisement, on a global scale and for the longest duration allowed by the Law, rules and treaties. UCI and Golazo also shall be fully entitled to use and exploit the names and images contained in any picture, video - or on any other support - taken during the race.

### **Article 8. Comments/complaints**

All interpretation or claim about the event, the rules or application have to be sent to the organizer in writing.

### **Article 9. Applicable law - Jurisdiction**

These general rules can evolve; the organizer reserves the right to modify them depending on contexts. These rules can be consulted and downloaded from the race registration websites. All registered participants promise to know and abide to the rules. For their interpretation and execution, Luxembourg law and the rules of the road are the legal and official basis. Any disputes arising from these general conditions fall within the exclusive jurisdiction of the competent courts of the registered office of Schleck X-Perience sàrl.

Mondorf-les-Bains, April 2020