

Withdrawal, Deferral, Transfer and Modification Conditions– Haute Route Events

General

These Withdrawal, Deferral, Transfer and Modification Conditions (in the following just “**Withdrawal Conditions**”) set certain rights and options together with specific conditions, applicable to the registered participant of the Event (hereinafter “**Rider**”) becoming effective at the time of confirmation of the correct registration for the participation in one of the Organiser’s Events. These Withdrawal Conditions are in addition to the rights and obligations set in the ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT (the “**Waiver**”), that the Rider must agree to, when registering for an Event. These Withdrawal Conditions shall only be applicable for cases where a Rider actively withdraws from the Event before the start of the Event and Activities and on a reason other than force majeure, or other exceptional circumstances which arise before the start of the Event. Capitalized terms shall have the meaning as ascribed to them in the Waiver, if not otherwise defined in these Withdrawal Conditions.

Withdrawal

The Rider may withdraw from the contract at any time prior to the start of the Event. The declaration of withdrawal must be made in writing, using the withdrawal form provided by the Athletes Services team of the Organiser upon request. The withdrawal becomes binding as soon as it has been confirmed in writing by the Organiser. In case of a withdrawal, the Rider has the options stipulated in these Withdrawal Conditions with respect to the Event entry fee and other additional services directly purchased from the Organiser (“**Extra Services**”). Accommodation is not provided and sold by Organiser and is therefore not subject to these Withdrawal Conditions.

Processing Fee

For all accepted and processed withdrawal requests, the Organiser will apply a processing fee per occurrence to be either deducted **in addition to any withdrawal fee** in case of refunds or obtained directly by charging the fee to the Riders credit card in case of other options, where a deduction from paid fees is not possible. The processing fee amount will depend on the respective Event the Rider is registered for:

For all 3-days Events the processing fee is €50.00.

For all 5-days Events the processing fee is €75.00.

For all 7-days Events the processing fee is €120.00.

Refund

Refund of the Race entry and Extra Services:

The Rider has the right to receive a refund of the paid fees, subject to certain withdrawal and/or processing fees, collected by the Organiser in consideration for the services provided until the date of withdrawal. The withdrawal fee increases periodically the closer the date of withdrawal gets to the start of the Event. Depending on the date of withdrawal the Rider is entitled to receive the following reimbursement rates:

Rules of refund

1. The refund option is **not** available for race entries purchased from a tour operator.
2. The refund amount depends on which date the request has been received by the Organiser.
3. The refund of the entry fee and any Extra Services can be different as described below and in case of Extra Services may be higher than the mentioned lump sums if the actual costs occurred are higher than those lump sums. In that case the actual costs will be deducted from the refund amount.

Entry Fees:

A withdrawal during the first seven (7) days after the date the registration has been confirmed, leads to: 100% refund less the respective processing fee.

Except to the case above, the following general deadlines apply in any other cases of withdrawal:

From opening of registration until 4 months prior the Event start: 50% refund less the respective processing fee.

From 4 months until 46 days prior Event start: 25% refund less the respective processing fee.

From 45 days until the Event start no refunds will be made.

Extra Services

From opening of registration until 6 months prior the Event start: 100% refund less the respective processing fee.

From 6 months until 4 months prior the Event start: 75% refund less the respective processing fee.

From 4 months until 46 days prior the Event start: 50% refund less the respective processing fee.

From 45 days prior the Event until the Event start no refunds will be made.

Deferral

Deferral means transfer of the Event entry to the next year:

As Organiser is only providing the services directly related to the Event, the services being purchased during the registration process or thereafter from a third party cannot be guaranteed for the ensuing year. Therefore, Organiser reserves the right to offer only the deferral of the Event registration and in this case a refund of the paid fees for any Extra Services, which cannot be deferred directly. The offer of any deferral option and the scope of the deferral are at Organiser`s sole discretion and cannot be claimed by Rider. The process of the deferral is subject to the processing fee. Rider will be informed about the process of registration for the Event in the ensuing year separately at the time the registration for the Event in the ensuing year opens.

Rider may use the option to defer their Race entry to the same Event in the ensuing year. The Deferral must be applied by the Rider until seven (7) days prior the Event start to be valid.

Rules for Deferrals

1. The Deferral is only available for Riders who have registered within the first 90 days beginning from the day the general registration for the Event opens.
2. A deferral is Only Possible to the same race in the following year.
3. Athletes who elect to defer their entry forfeit any right to any further options including a partial refund, transfer or further deferrals.
4. The deferral option is not available for complimentary and sponsored race entries.
5. The deferral option is not available to persons who have not purchased an entry to participate in the Event ("Supporters").
6. The deferral option is not available for race entries purchased from a tour operator.
7. All deferral requests will be honoured if requested before midnight of the 7th day prior Event start via the online deferral request form.
8. A Rider electing to make use of the payment plan option (as defined below) may also utilize the deferral option once all three payments have been completed.

Process for Deferrals

1. The **Rider** must complete and submit the deferral request using the withdrawal form provided by the Athletes Services team of the Organiser upon request.

2. After submitting the deferral request form, the Rider will receive an automatic email from Active.com confirming the reception of the deferral request. If you do not receive this email, please contact contact@hauteroute.org (please also check your junk folder for this email).
3. If you are eligible for a deferral, the Organiser will cancel your registration to the Event you are registered for within 15 working days and refund any Extra Services purchased less the processing fee as stated below. You will also receive an email confirming these steps.
4. One week before registration opens for the Event in the ensuing year, the Organiser will send you an email with a personalized registration link to sign up at no cost.
5. You must redeem your entry within 30 days of receiving that email. Any unredeemed links after 30 days will become void.
6. Rider will be informed about the process of registration for the entry in the ensuing year separately at the time the registration for the entry in the ensuing year opens.

Refund of Extra Services in case of Deferral

Extras Services cannot be deferred to the ensuing year. Therefore, the following refund will be processed in case of deferral, depending on the time the deferral request is made:

From opening of registration until 6 months prior the Event start: 100% refund less the respective processing fee.

From 6 months until 4 months prior the Event start: 75% refund less the respective processing fee.

From 4 months until 46 days prior the Event start: 50% refund less the respective processing fee.

From 45 days prior the Event until the Event start no refunds will be made.

Transfer

Transfer of entry to another person

The Rider has the right to transfer the Event entry to another person who meets all requirements and fulfils the conditions of the contract as stipulated in the Waiver ("**Transfer**"). A full Transfer, including personalized services, is possible until three months prior the start of the Event. Transfers will be possible until the day prior the start of the Event. During the period between three months until one day before the Event, the change of personalized services, (e.g., name on certain products, the bib or on starter lists) can be subject to an additional fee or in some cases, not possible at all, which will not be a breach of any services or obligations of Organiser under this contract, and Rider is not entitled to any claim of compensation regarding such services.

All Transfers are subject to the respective processing fee as described above, to be paid by the original Rider. Only the full bundle of services can be transferred, including the race entry and any Extra Services, and no refund will be made to the original Rider or the new Rider to whom the Transfer was made, after the Transfer has been completed.

Process for Transfers

1. The Rider must inform the Athletes Services team by email at contact@hauteroute.org on its intention to withdraw from the event and mention the name of the new Rider taking his/her race entry and Extra Services.
2. The Rider taking the race entry and Extra Services must register to the event and pay for it.
3. Once the new Rider is registered, the Athletes Services team will proceed in the full refund minus the processing fees to the former Rider.

4. The transfer option is available for race entries purchased from a tour operators. Please contact your tour operator to organise it.

Payment Plan Option

If a Rider signs up by December 8, 23:59 CET, of the year prior the Event, he/she can benefit from our payment plan option. The payment plan consists of three partial payments.

- Payment 1 (33%): At time of registration
- Payment 2 (33%): 1st of January 2023
- Payment 3 (33%): 1st of February 2023

Please note that the registration is only valid upon successful payment of all three instalments.

If the Rider is paying the price by using the payment option plan, the Rider is able to pay the price in phased instalments. **The Rider will be able to apply for any withdrawal in accordance with the withdrawal or deferral rules stated above, only at the time all instalments have been paid.** Any withdrawal prior the payment of all instalments will lead to the termination of the contract without the right of any refund of the fees paid until the date of withdrawal. In case of withdrawing at a time all instalments have been paid, the Rider can choose from the options of Refund, Deferral and Transfer as described in the respective sections in these Withdrawal Conditions, subject to the general requirements of these options.

Modification of an Extra Services booking

The Rider can select to book additional Extra Services or make changes to their original booking, by contacting the Athlete Services team before the Event. In case of an upgrade or a downgrade, the Organiser will process the change (within the stock available) and apply a processing fee as mentioned below. Any modifications are subject to general availability and are not guaranteed.

The processing fee amount will depend on the respective Event the Rider is registered for:

For all 3-days Events the processing fee is €50.00.

For all 5-days Events the processing fee is €75.00.

For all 7-days Events the processing fee is €120.00.

NIRVANA's accommodation services policy

Cancellation:

Where a rider, fully cancels their accommodation service. This applies whether they have cancelled their registration or not.

- Within 7 days of registration: full refund less the respective processing fee of €25.00 per accommodation service
- From 7 days until 10th April: full loss of deposit for all accommodation services cancelled
- From 10th April: full loss for all accommodation services cancelled

Deferral:

Where a rider defers from one year to the next.

- From opening of registration until 10th April: 100% refund less the respective processing fee of €25.00 for all accommodation services deferred
- From 10th April until 45 days prior the Event start: 50% refund for all accommodation services deferred

- From 45 days prior the Event until the Event start, no refunds will be made.

Global Pregnancy Policy for the IRONMAN GROUP

- For Athletes that are pregnant
 - IRONMAN will provide a deferral to the same event the following year with proof of pregnancy or birth certificate of new child(ren) – If the following years, participation is not an option, a second deferral will be allowed
- For Athletes that are adopting or birthing via surrogacy
 - IRONMAN will provide a deferral to the same event the following year with proof of surrogacy birth or adoption within three months prior to event date.
- For Athletes with a partner that is pregnant
 - IRONMAN will provide a deferral to the same event the following year with proof of due date or delivery on or within one month prior, or two months post, event date.

Verification

Athletes should provide written confirmation of the relevant circumstance e.g. medical note signed by a doctor or physician or registered midwife.

IRONMAN reserves the right to request additional verification of the relevant circumstances and may deny a deferral request if the documentation provided is deemed insufficient.