



**25. Oberbank**  
**LINZ DONAU**  
**MARATHON**  
— 11.04.2027 —

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## **1. conditions of participation**

**1.1** The organizer of the Linz Danube Marathon is Linzer Veranstaltungsgesellschaft m.b.H., Untere Donaulände 7, 4010 Linz (Tel: +43(0)732/6573 11 4100, DVR-No. 0047261, E-Mail : [linzmarathon@liva.linz.at](mailto:linzmarathon@liva.linz.at)).

**1.2** These conditions of participation apply to all participants who take part in one of the events held as part of the Linz Danube Marathon. The organizer reserves the right to change the content of these conditions of participation at any time and to adapt them to the current status.

**1.3** Anyone who has reached the age of 18 is entitled to participate in the Linz Danube Marathon. The prerequisite for participation is proper registration in accordance with the registration modalities described in more detail on the website [www.linzmarathon.at](http://www.linzmarathon.at). In the case of young participants (under the age of 18), registration is only valid if a declaration of consent signed by the legal representative(s) has/have also been submitted. The declaration of consent can be downloaded on the Linz Marathon homepage.

**1.4** Participation in the event is a highly personal right and cannot be transferred to third parties. Likewise, the start numbers are not transferable.

**1.5** In the event of rebooking, e.g. downgrading to another event (change of discipline), e.g. marathon to half marathon, the entry fee already paid will not be refunded, not even proportionally. In the case of an upgrade, e.g. half marathon to marathon, a new payment of the entry fee for the new competition is not necessary, but the difference to the entry fee for the more expensive competition plus any bank charges on the entry fee valid at the time of the change of registration must be paid additionally by the participants. If the participant is unable to participate, starting places can be transferred once to the next year's event with a transfer fee of € 30. The transfer can be made to the same event in the following year. Up- or downgrades are treated as in point 1.5. In the event of a transfer to the following year, the participant must contact [linzmarathon@liva.linz.at](mailto:linzmarathon@liva.linz.at) in writing by e-mail up to 7 days before the event and provide personal data as well as competition or event-related data. It is not possible to re-register unused starting places after the end of the event.

Re-registration: A participant exchange is possible for a fee, there is a € 10,- processing fee. A downgrade is possible free of charge, the difference will not be refunded. In the event of an upgrade, the difference will be offset against the current contingent price. Except for FIX price packages until March 18, 2027. After March 18, 2027, all changes (rating change and participant exchange) will incur a € 10,- processing fee.



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The valid entry fees for the individual competitions can be found at [www.linzmarathon.at](http://www.linzmarathon.at).

**1.6** The organizer reserves the right to limit the number of participants and not to accept applications exceeding this limit.

## **2. disclaimer**

**2.1** Participation is at the participants' own risk. With the receipt of the starting numbers, the participants declare bindingly that there are no health concerns against the participation. It is the responsibility of the participants to have their health checked by a doctor beforehand. The organizer assumes no liability for the health risk of the participants.

**2.2** Liability of the organizer, his representatives and vicarious agents for personal injury, property damage and financial loss is - as far as legally permissible - excluded. The organizer is not liable for property damage and financial losses caused by negligence.

**2.3** The organizer assumes no liability for objects of the participants stored during the running event by third parties commissioned by the organizer. A possible liability of the organizer due to gross negligence of selection remains unaffected.

**2.4** The organizer is entitled to change the event or to cancel it partially or completely in cases of force majeure, for reasons of safety for the participants, as well as for other important reasons. In these cases there is - as far as legally permissible - no claim for refund of the entry fee and no obligation of the organizer to pay damages to the participants.

**2.5** Cases of force majeure include in particular all measures arising from or in connection with the COVID-19 pandemic or a comparable spreading epidemic. The organizer is entitled - especially in 2027 and beyond - to change the course of the event or parts thereof, to relocate or shorten the routes, to cancel the competitions completely or temporarily, to partially limit them, to close them or to cancel them completely. The organizer is entitled to take such measures in particular if the planned implementation or continuation of the event could endanger participants, visitors or the general public, if an official ban on the event(s) would be ordered or if the event could no longer be carried out in an economically viable manner due to legal or official restrictions. Participants must comply with any official requirements or orders imposed on the organizer. Participants will be notified in advance of any such conditions and/or changes by e-mail or on the website for the respective competition. Participants are



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requested to inform themselves accordingly on an ongoing basis and in any case on the day of the event.

**2.6** In case of official cancellation of the Linz Danube Marathon, the organizer reserves the right to hold all events of the Linz Danube Marathon as a Virtual Run. The registered participants will be transferred to the Virtual Run and will receive the start number incl. starter package, unless the organizer receives a written objection from the registered participants against the transfer to the Virtual Run within three days after the announcement and publication of the official cancellation on our homepage. With the transfer to the Virtual Run the registered participants are not entitled to a refund of the entry fees.

A refund of the entry fee is only possible in case of a complete cancellation of the event, if the cancellation is caused by the organizer without an important reason according to points 2.4 and 2.5. If the organizer is responsible for the cancellation, a pro rata refund of the entry fees paid by the participants shall be made in the amount of the expenses already incurred by the organizer after deduction of the pro rata expenses attributable to the participants. It is up to the participants to prove that the share of expenses already incurred by the organizer would actually have been lower.

**2.7** If properly registered participants do not take part in the event for whatever reason or if they declare their non-participation to the organizer before the event, the participants have no claim against the organizer for a refund of the entry fee already paid.

### **3. security measures**

**3.1** Participation in the event using sports equipment such as, in particular, racing wheelchairs (except handbike competition), bicycles and inline skates (except inline skating competition) or Nordic walking poles/cross-country ski poles and Smovey rings is not permitted. Accompanying participants by persons not registered for the running competitions (especially on bicycles, baby carriages, roller skates or other sports equipment or vehicles) is prohibited and will automatically lead to the disqualification of the participants.

**3.2** Likewise, participation without a race number or without the chip provided for timekeeping will result in immediate disqualification.

**3.3** The organizer reserves the right to reject registrations for important reasons, to exclude participants from the start or to disqualify them. A disqualification occurs in particular if the assigned start number is passed on to third parties, is changed in any



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way, in particular if the advertising imprint is made invisible, unrecognizable or changed in any way. Further reasons for disqualification are in particular if the participants give false information about their person, a ban has been imposed by one of the responsible sports associations, there is suspicion of taking unauthorized substances or the participants disturb the course of the event or endanger the safety of the other participants by their behavior. Disqualified participants will not be allowed to start in the following 2 years. A disqualification can be made by the race management also during the race, if the race is endangered in particular by disregard of instructions.

**3.4** In case of exclusion of participants for the reasons mentioned in this point, there is no right to reimbursement of the entry fee.

#### **4. data collection and image utilization**

**4.1** The personal data provided during registration will be stored and processed by the Linz Danube Marathon organized by Linzer Veranstaltungsgesellschaft m.b.H. for the purpose of implementing and managing the event, including the purpose of medical care and treatment of participants during and in connection with the event, timekeeping and for the purpose of media coverage.

**4.2** You have the right to information from Linzer Veranstaltungsgesellschaft m.b.H. about your personal data as well as the right to correction or deletion or to restriction of processing or a right to object to processing as well as the right to data portability. You also have the right to lodge a complaint with the data protection authority(<https://www.dsb.gv.at>).

**4.3** The participants are informed that the photos, film recordings and interviews taken in connection with participation in the event and the various side events such as Kick Off, Super Friday, press conferences, running meetings, etc. may be distributed, published or used in all media and on all data carriers without any claim to remuneration. The organizer will select the published images with appropriate care to avoid any negative portrayal of the participants.

**4.4** The Privacy Policy is available for download for your information at the online registration and on the [www.linzmarathon.at](http://www.linzmarathon.at) website.

**4.5** The participants agree to the sending of event-related information by the organizer in electronic form and/or by mail.



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## **5. time measurement**

**5.1** The timekeeping for the event is carried out by a third party commissioned by the organizer.

**5.2** Participants undertake to carry the tag required for timekeeping during the race on the start number (as received at the start document distribution). The tag must not be bent. A time measurement can only take place if the chip is used properly and if the course determined by the organizer is followed. If split times are missing or measured split times do not seem plausible, the organizer reserves the right to disqualify these participants.

## **6. other**

**6.1** The event will take place in all weather conditions. However, the organizer reserves the right to either cancel the event before it starts or to prematurely terminate it during its execution if it could endanger the health of the participants due to weather conditions or for other reasons.

**6.2** Typesetting and printing errors are reserved.

**6.3** Austrian law shall apply exclusively to all disputes arising from or in connection with the registration and/or participation in the event. The place of jurisdiction is the competent court in Linz.