

# Rules and Regulations

## Ocean Lava Triathlon Poland 2023

### Bydgoszcz – Borówno

#### SPRINT Distance

## I. THE COMPETITION DETAILS, DEFINITIONS

**Name:** these 'Rules and Regulations' concern the triathlon competition known as Ocean Lava Triathlon Poland (hereinafter referred to as the 'Competition')

**Date:** the Competition is to take place on Aug. 20, 2023.

**Distances:** The Competition shall include the following distance:

### 1.1 SPRINT DISTANCE:

an individual race and relay race at the distances of: 750 m – swimming, 20 km – cycling, 5 km – running

**Venue:** the starting point of the Competition (and the T1 transition zone) shall be located on the Borówno Lake next to ul. Spacerowa (Spacerowa Street) in Borówno (in Dobrcz commune), whereas the finishing line – near the Zawisza Stadium at ul. Gdańska 163 (163 Gdańska Street) in Bydgoszcz.

### Definitions:

- 1.1. **The Schedule** – time schedule of the competition and the accompanying events, referred in pt. IV. R&R;
- 1.2. **The Organiser** – parties referred in pt. II. R&R;
- 1.3. **The R&R** – this Rules and Regulations with appendixes and references;
- 1.4. **The Contestant or the Competitor** – the person, who meets conditions of participation referred in pt. X. R&R, women or men, unless R&R states otherwise;
- 1.5. **The Competition** – the triathlon competition named "Ocean Lava Triathlon Poland";
- 1.6. **The Team** – group of the Contestants, registered as one team according with pt. VIII. R&R.

## II. THE ORGANISER

The following parties are the Organiser of the Triathlon Competition:

- the 'Tri-sport' Sports Association with registered office in Niemcz, code 86-032, ul. Ireny Sztylowskiej 5, tel. 604583996, NIP: 5542734333, REGON: 340296320
- and 'Jan Kowalski Group s.c.', a company with registered office in Bydgoszcz, code 85-738, ul. Szajnochy 3, tel. 613129159, NIP: 5543539656, REGON: 093131310

## III. AIM

1. Popularising triathlon as a versatile form of physical activity.
2. Promoting the city of Bydgoszcz and the Kuyavian-Pomeranian region on the national and global level.
3. Advocating for physical exercise and healthy lifestyle.

## **IV. SCHEDULE OF COMPETITION AND THE ACCOMPANYING EVENTS**

1. The Competition will take place on Aug. 20, 2023.
2. A detailed schedule of the Competition (Sprint distance) is presented on [triathlonpolska.pl/en/schedule-sprint](https://triathlonpolska.pl/en/schedule-sprint).

## **V. TRANSITION ZONE ARRANGEMENT**

1. There will be two transition zones arranged for contestants during the Competition:
  - 1.1. Zone T1, where the contestants will leave their swimming gear (after completion of the swim segment) and from where they set off to the bike segment (T1 will be located in immediate vicinity of the starting point of the Competition, on the Borówno Lake, next to ul. Spacerowa (Spacerowa Street) in Borówno, Dobrcz commune).
  - 1.2. Zone T2, where the contestants will leave their cycling gear (after completion of the cycling segment) and from where they will set off to the running segment of the Competition (T2 will be located near the Zawisza Stadium at ul. Gdańska 163 (163 Gdańska Street), Bydgoszcz).
2. Only the contestants with identification bands (included in the starter kit) on their arms will be allowed to enter the transition zones.
3. Contestants can enter the transition zones only in the timeframes determined in the Schedule of the Competition.
4. For all Contestants it is MANDATORY to leave their cycling gear (bicycle & helmet) in the T1 zone on the day before the Competition day, i.e. on 19.08.2023 (in the hours determined in the Schedule of the Competition). Failure to do so might result in disqualification.
5. The Organiser will provide transport for gear left in the T1 zone to the T2 zone (where it can be taken back together with the remaining gear).
6. After the Competition, the gear can be taken back from the T2 zone only within the hours determined in the Schedule of the Competition – in person, by contestants having their identification bands on their arms, or by persons authorised and named by Contestants (authorisation forms will be available at the Competition Office within its office hours; they should be filled in, signed, and left there).
7. The Organiser shall ensure the transition zones are protected in the time of their operation determined in the Schedule. After the end of the operating hours of the transition zones, uncollected equipment will be left at the sole risk of the Contestants.

## **VI. COMPETITION RULES**

1. The Competition will be governed by the rules and regulations of the Polish Triathlon Union and of this R&R.
2. The swimming segment shall be held in the Borówno Lake. Estimated water temperature: 18-22°C. Wetsuits will be allowed.
3. The swimming route shall be measured using the GPS method. The contestants will have to cover a single lap.
4. The time limit for completion of the swimming segment is: 30 minutes.
5. The bike course leads from Borówno (T1) to Bydgoszcz (T2, next to the Zawisza Stadium), with an additional go-and-return section towards the village of Kotomierz).

6. The course of the bicycle race will be closed to traffic and secured in selected places (e.g. at road intersections) by the Police or other safety services. ***It is obligatory for the Contestants to observe traffic rules*** (particularly – to keep to the right side of the road while riding the bike and to overtake on the left side) and instructions of the Police or safety service officers, as the flow of contestants will be two-directional, to name just one of the various reasons.
7. The time limit for completion of the swim and bike segments: 1.5 hours.
8. Bicycle helmets are mandatory on the entire bike course: they must be worn and fastened at all times – from the time they are taken off the rack in the T1 zone until they are deposited in the T2 zone.
9. The Competition will be a ***no-drafting*** competition. Time trial bicycles and triathlon handlebars will be permitted. Detailed rules of the no-drafting racing will be explained during the Technical Briefing.
10. Frames of the bicycles have to be compliant with requirements of the ITU (International Triathlon Union) and the bicycles themselves have to be operative, which will be verified while the bicycles are being deposited in the T1 transition zone. Referees have the right not to allow a contestant with non-compliant gear to begin the competition.
11. Admission of any Contestant's equipment to use in the Competition, under no circumstances does the Organizer bear any responsibility for defects or malfunctions of the Contestant's equipment and does not exclude subsequent disqualification in the event that the equipment is inconsistent with the R&R. The Contestants shall bear sole responsibility for the vehicles movement under the control of the Contestants.
12. Drafting behind any vehicle whatsoever is forbidden; in particular, it applies to vehicles of referees, event staff, the press, or persons who are not taking part in the Competition.
13. In the event of a bicycle breaking down during the bike segment of the Competition, the contestant has to take the bicycle and retreat to the road shoulder in such a way so that he/she does not disturb the course of race. While fixing a broken bicycle, the contestants cannot receive help from third parties; this provision does not apply to help provided by other contestants or the staff at service points prepared by the organisers.
14. Blocking other contestants is strictly prohibited (during all segments of the Competition).
15. The contestants are absolutely forbidden from using any means of communication and/or audio-video equipment (e.g. mobile phones, two-way radios, radios, cameras, etc.) and music players (during the entire race).
16. Each of the contestants is obliged to move (during every segment of the race) in such a way so that they do not create a hazard for other contestants and/or spectators or the Competition staff.
17. Each of the contestants is required to know the race course (which shall be described in detail in maps provided by the Organiser before the Competition) and follow it as well as to correctly pass any and all checkpoints and return points. If a contestant covers a shorter or a longer path, it is not possible to make any adjustments to their score (time score) measured on the finishing line and referees can decide on disqualifying the contestant (especially if they shortened their path).
18. The penalty for continuing the race after the closing time of the course or the end of the race will be disqualification.
19. Disposal of litter (e.g. empty gel packages, water bottles, etc.) is allowed only in designated areas next to aid stations (on the bike and run segment courses).
20. The race number that is included in the starter kit has to be visible at all times during the run section of the Competition, and cannot be modified by the contestant.

21. Contestants are allowed to use their own nutrients during the Competition. Nutrients can be handed over to contestants by third parties on condition that it takes place outside the official aid station areas.
22. Contestants who have violated or violate the provisions of these R&R, in particular safety rules of the Competition, may receive warnings or be disqualified. Specific, but not exhaustive rules of giving warnings by referees and rules of disqualification will be communicated to the contestants during the technical briefing before the Competition and included in the starter kit.
23. During the Technical Briefing the Organizer and/or the Head Referee can inform about changes of selected elements of this R&R or of the way in which the Competition is to be carried out. Therefore, each Competitor is obliged to get to know all the information given during the Technical Briefing, and thus unawareness of this information cannot constitute grounds for any appeal.

## **VII. RACE OFFICE AND ATHLETE'S PACKAGES**

1. The Race Office shall be located in the building of KS Zawisza at ul. Gdańska 163 (163 Gdańska Street) in Bydgoszcz.
2. The opening hours of the Race Office are determined in the Schedule of the Competition.
3. Each contestant taking part in the Competition is obliged to collect their Athlete's Package in person (at the Race Office, during its office hours). The Athlete's Packages will include number stickers, the race number, the identification band, and a timing chip (necessary to start the race) as well as gifts from the sponsors.
4. Athlete's Packages that have not been collected by the day before the Competition date will not be sent by mail and their ownership will be transferred to the Organiser.

## **VIII. RECORDING TIME SCORES**

1. In the course of the Competition, time scores shall be recorded by means of electronic time measuring devices (called chips), one for each of the contestants.
2. In order for contestants to be included in the final Competition ranking, they must use the chip as provided for in the instructions that will be included in each starter kit and/or communicated in the Competition Office.
3. The final Competition ranking will include gross time scores attained by particular contestants as recorded by the electronic time measuring system.

## **IX. RANKINGS AND AGE GROUPS**

The following rankings will be maintained during the Competition:

- Overall Women Ranking, Overall Men Ranking,
- Age groups W/M (for individual contestants): 18-29, 30-39, 40-49, 59, 60-69, 70-79, 80+

Final classification of contestants within age groups will be provided by the Organiser on the start list that will be published on the website before the Competition.

## **X. AWARDS**

1. Awards or money prizes (the IM distance): for the 1<sup>st</sup>-3<sup>rd</sup> rank in the Overall Women Ranking and for the 1<sup>st</sup>-3<sup>rd</sup> rank in the Overall Men Ranking.
2. The first three male contestants and the first three female contestants within each individual category who scored best will receive commemorative statuettes.
3. Statuettes: for the first three ranks in the Overall Relay category.
4. Contestants can be awarded in one individual category only. Contestants awarded in the Overall Ranking will not be awarded within age group rankings.
5. Awards can be received only by the contestants who have had a negative result of the anti-doping test (if the contestant has been chosen to undergo the test).
6. Income tax will be deducted from cash prizes in accordance with applicable regulations.
7. Cash prizes are issued to the bank account indicated by the contestant. The contestant is obliged to provide the data necessary to issue the award no later than within 14 days from the day of the competition under the pain of losing the right to the prize.

## **XI. CONDITIONS OF PARTICIPATION**

1. The persons that can take part in the Competition include persons that: are not less than 16 years of age (reaching this age no later than on the date when the Competition starts), have paid the participation fee, and have produced an identification document and signed a contestant card together with a declaration of participating at their own will and under their own responsibility during verification in the Race Office.
2. Persons that are not less than 16 years of age but are less than 18 years of age on the date when the Competition starts are allowed to participate, but in case of these persons, a parent or a legal guardian has to consent for their participation in the Competition beforehand in writing or invalid.

## **XII. REGISTRATION**

Contestants can register for the Competition exclusively via the official website – [www.triathlonpolska.pl/en](http://www.triathlonpolska.pl/en)

1. The link to the registration form is available in the REGISTRATION tab.
2. Contestants have to pay the participation fee (in the amount accordant with the Table of Participation Fees valid as of the date of making the payment) within 7 days of filling in the registration form. After receiving the participation fee, the Organiser puts the contestant on the start list. Submissions with fees unpaid in the aforementioned time limit will not be put on the start list.
3. While registering by means of the registration form, contestants can purchase additional products and services.
4. The number of contestants in the Competition is limited to 500.
5. Each person registering for the Competition after the limit of 500 contestants is reached will be put on a reserve list. The registration time is deemed to be the time of crediting the participation fee on the Organiser's bank account. Therefore, persons who have registered before the limit of

contestants was reached but whose fee is recorded after it is reached are also put on the reserve list.

6. Contestants put on the reserve list can be transferred to the start list if and when a vacancy on the start list is created. Only then will they be obliged to pay the participation fee (valid as of the moment of transfer). When transferring contestants from the reserve list to the start list, the time of registering the contestants on the reserve list is taken into account.
7. The Organiser has the right not to accept a registration submission of any contestant without providing any grounds for such decision.
8. The final closing date and time for registration is 14.08.2023, 11:59 pm.
9. Participation fees are not subject to return and cannot be transferred to pay for participation in another season (with the exception of the situation described in chapter XIII of R&R).
10. The absolute deadline for changing the chosen distance and/or personal information of a contestant who registered for participation in the Competition is 18.07.2023 (with that day included) and it entails the need to pay an additional handling fee of PLN 50 and possibly pay the difference in the amount of the participation fee valid as of the moment of making the change (if the previously paid participation fee was lower). If the previously paid fee was higher than the fee valid as of the day of making the change, the Organiser will not return the difference between the two fees.
11. The willingness to make changes mentioned in Subsection 10 have to be communicated to the Organiser by e-mail (at [info@triathlonpolska.pl](mailto:info@triathlonpolska.pl)) and, in case of the latter's consent, the aforementioned payments have to be made without undue delay (in any case no later than by 18.07.2023).
12. The Organiser reserves the right not to give its consent to changes mentioned in Subsection 10, especially when the limit of race numbers within a given distance group has been reached.

### **XIII. RESULTS**

Official results will be posted on the Competition website – [www.triathlonpolska.pl](http://www.triathlonpolska.pl).

### **XIV. PARTICIPATION FEES**

1. Participation fees for competing at the Full distance depend on the date of making the payment and are listed on the Competition's webpage at: [triathlonpolska.pl/en/triathlon/rules-regulations](http://triathlonpolska.pl/en/triathlon/rules-regulations).
2. Participation fees have to be paid by means of an electronic payment system available during registration.
3. The Organiser has the right to determine additional amounts and corresponding time limits for reduced fees.

### **XV. CANCELLATION**

During the registration you'll be able to choose an optional 'cancellation insurance'. Its purchase is possible only during registration, and it allows you to be eligible for full reimbursement of your entry fee (minus any additional purchases that you might have made during the registration – like merchandise, optional services, donations, and the insurance itself).

The cost of the cancellation insurance is PLN 50. It will be added to the total amount due at the end of the registration. For the insurance to take effect, the whole amount (entry fee + insurance) has to

be paid together.

The cancellation has to be submitted to the Organizer through the form below until Jul. 18, 2023 at latest. The submission has to be confirmed by taking steps described in a message that will be automatically sent to a cancelling person's e-mail address. Only then the cancellation will take effect.

Any cancellations submitted after the aforementioned deadline will not entitle to the reimbursement of the entry fee.

In case of transferring of an insured start package (to another person or another distance), the cancellation insurance applies as well to the transferred package.

It is not possible to opt-in for the cancellation insurance after the registration process has been finished and a start fee has been paid.

## **XVI. PROTECTION OF PERSONAL INFORMATION AND REPRODUCE PHYSICAL LIKENESS**

1. Personal data provided by the Contestants are protected as personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter: GDPR)
2. The Controller of personal data is Organizer.
3. The purposes of the processing is:
  - 3.1. performing of all activities necessary for the Contestant's participation in the Competition, in particular the Organizer's performance of services related to the organization and participation of Contestants in the Competition, i.e. registration in the website portal, performance all services related to the Competition, e.g. publication of: i. the results, ii. start list, complaint processing, claims handling, tax related obligations;
  - 3.2. in case persons who gave permission to processing data for marketing purposes, sending information, including marketing information via shared personal data;
  - 3.3. In the case of Competitions organized under the auspices of the Polish Triathlon Association, the condition for registration of the Contestant is consent to the processing of personal data by the Polish Triathlon Association and the transfer of these data to the Polish Triathlon Association (Resolution No. 71 of the Board of the Polish Triathlon Association of September 6, 2018). Personal data will be forwarded to the Polish Triathlon Association, which will be the controller of the Contestant's personal data, and which is obliged to perform duties towards the Contestant resulting from the GDP, including information obligations on the sole risk of Polish Triathlon Association.
4. The legal basis for the processing is that the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract (point (b) of Article 6(1) GDPR) and for compliance with a legal obligation to which the controller is subject (point (c) of Article 6(1) GDPR) and the data subject has given consent to the processing of his or her personal data for one or more specific purposes (point (a) of Article 6(1) GDPR).
5. Processing of the data may be carrying out on behalf of a Controller by the processor, which shall be governed by a contract, under GDPR provisions (especially to competition organizer, if that is different organization than controller, service providers, e.g. IT, results measuring, printing etc.).

6. Rights of access by the data subject:
  - 6.1. right to withdraw the consent - if applicable, however in such a case, the Controller informs that it will be impossible for the Controller to perform the Organizer's duties, including in particular allowing the Contestant to start in the Competition, measuring results or handing over the prize;
  - 6.2. right to request from the controller rectification or erasure of personal data or restriction of processing of personal data;
  - 6.3. the right to lodge a complaint with a supervisory authority;
  - 6.4. right to the erasure of personal data concerning him ("right to be forgotten");
  - 6.5. right to data portability.
7. Personal data will be processed by the Organization in time of the Competition, as well as after that time, if it is necessary to perform the duties provided for by law or to pursue the interest of the Controller.
8. The Contestant agrees to consolidate his image (physical likeness) during the Competition by any technique and agrees to the Organizer's use of such a fixed image for free, however only for informational, promotional and marketing purposes related to the Competition. This consent includes the use of the physical likeness in all fields of exploitation referred to in art. 50 of the Act on Copyright and Related Rights. The Contestant consents to the image being processed by framing, digital processing, composition, combining with other images or images of other people to the extent necessary for the purposes described above.

## **XVII. FINAL PROVISIONS**

1. The Organiser will be providing basic medical care during the Competition and in the Finisher's zone.
2. Behind the finish line, the contestants will find a zone in which they will be provided with refreshments. After the contestants finish the Competition, they will have an opportunity to take a shower in the KS Zawisza building located by the finish line.
3. Awards, prize money, and statuettes can be received only at the awards ceremony closing the Competition, after the end of the Competition, the right to receive prizes and statuettes expires, unless the R&R clearly state otherwise. Cash prizes are issued only by bank transfer.
4. All issues related to sports competition during the competition not covered by these R&R will be settled based on the regulations of the Polish Triathlon Union.
5. The Organiser shall have the authority to decide on matters not regulated in these R&R or related documents.
6. The Organiser shall ultimately decide on how these R&R are to be construed.
7. The Organiser reserves the right to cancel the event and postpone its date or change the form of the Competition.
8. Contestants take part in the Competition under their own responsibility and incur any related risk. Each of the Contestants acknowledges that participation in the Competition is associated with several risks, i.e. related to physical exercise or movement of mechanical vehicles, which entails natural risk of and exposure to accidents, the possibility of bodily and personal injury (including death) as well as property damage and loss. Irrespective of the Organiser's third party liability insurance, participants of the Competition should consider taking out a personal accident insurance or insurance with a more extensive coverage. The Organizer is not responsible for any



property belonging to the Contestants, or for any actions or omissions of individual Contestants, supporters or any other third parties.

9. A Competitor can take part both in the Competition on the Half or Full distance and on the Sprint distance, however by doing that the Competitor confirms that they are aware of any potential related risks and will confirm that by signing a dedicated statement in the Race Office.
10. The Organizer reserves the right to change these R&R. .