

TERMS AND CONDITIONS OF PARTICIPATION

HYROX Season 25/26 – South Africa

1. GENERAL INFORMATION

- 1.1. Under the auspices of and in collaboration with the genuine rightsholder HYROX World GmbH, Hamburg/Germany (“**HYROX World**”), which is responsible for the overall management and international coordination of the event “*HYROX – the World Series of Fitness Racing*” (“**HYROX**”), HYROX South Africa (Pty) Ltd. with registered offices at 22 Somerset Road, 5th Floor, The Bronx, Green Point, Cape Town, South Africa, 8001 (“**Local Organiser**” or “**we**” or “**us**”), organizes, manages, stages and delivers HYROX within the territory of South Africa (“**Territory**”) as the local event Organiser.
- 1.2. HYROX fitness races are conducted in an event-series format in various cities around the world with the world championship as the respective season’s highlight and its ending. HYROX fitness races are organized: (i) as an individual competition (“**Single Division**”) in HYROX PRO MEN/PRO WOMEN, HYROX MEN/WOMEN, CHARITY HYROX MEN/WOMEN and HYROX ADAPTIVE MEN/ADAPTIVE WOMEN; (ii) as a partner competition (“**Doubles Division**”) in HYROX DOUBLES MEN/WOMEN/MIXED, HYROX PRO DOUBLES MEN/WOMEN, CHARITY HYROX DOUBLES MEN/WOMEN/MIX and (iii) as a relay competition (“**Relay Division**”) in HYROX RELAY MEN/WOMEN/MIXED.
- 1.3. HYROX events are subject to all applicable laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures of any governmental authority that apply to participants (“**you**”) (together “**Applicable Laws**”).

2. THESE TERMS & CONDITIONS

- 2.1. These Terms and Conditions (“**T&Cs**”) set out and comprise all of the legal terms applying between the Local Organiser and you in relation to your registration to participate and your participation in any HYROX events (each an “**Event**”) taking place in the Territory. They are part of the agreement that you are concluding with us when registering for the Event.
- 2.2. We reserve the right at our discretion to amend these T&Cs (and the format, date and structure of any Event), including if there is a change in the Applicable Laws or amendments due to changes in the event structure. If we do implement such changes, we will notify you of any such changes in advance.

3. EVENT REGISTRATION

- 3.1. To register to participate as an athlete in any Event, you must have provided a unique and valid email address. Furthermore, you must via our website:

and such participation (including but not limited to viral infection, illness, injury or pregnancy); and (ii) you bear this risk alone and you are not entitled to a refund due to subsequent changes to your physical condition and/or state of health. You shall solely bear all costs that you incur in complying with clause 3.4.3. of these T&Cs.

- 3.6. If you are under the age of eighteen (18) at the time of registration, you must provide by upload a declaration of consent (please find it here: <https://hyroxsa.com/terms-and-conditions/>) issued by your parent or other legal guardian, no later than seven (7) days before the Event in question. If you do not comply with this requirement, we may terminate our contract (and revoke your participation in the Event in question) and your Fee will be refunded (minus any services fee already accrued in accordance with clause 5.2 of these T&Cs).
- 3.7. Spectators may purchase tickets for any of the Events (“**Spectator Tickets**”) whereas participation as a spectator is subject to further personalization of the ticket before the Event as documented by a QR-/barcode assigned to the ticket. Furthermore, the Local Organiser reserves the right to require spectators to provide evidence of their state of health at the time of the Events, if necessary by providing evidence in the appropriate form as set out in clause 3.4.3 of these T&Cs. Spectators must also bear the risk of any subsequent impairment in their physical condition or state of health following the purchase of their tickets and any costs that they incur in the provision of any required proof of good health.
- 3.8. The Local Organiser reserves the right to disqualify and/or exclude you from participating in any division, official ranking and/or attending an Event at any time and without any right to a refund of the Fee, or associated costs of participation in the Event if:
 - 3.8.1. you provide false personal information to us during registration, including information of your biological gender at birth;
 - 3.8.2. you have failed to personalise your ticket before the Event;
 - 3.8.3. there is reasonable suspicion that you are not in generally good health;
 - 3.8.4. your actions and/or omissions (whether before, during or after any Event) endanger the safety of any other participants, spectators or our staff members or other representatives;
 - 3.8.5. you are defaulting on your obligation as set out in clause 9.8. and you have not rectified this default or despite our request to do so;
 - 3.8.6. there is reasonable suspicion that you are in possession or under the influence of any illicit substances (performance-enhancing or otherwise) at the time of any Event;
 - 3.8.7. you, at the time of the Event, are suspended by another sports or anti-doping organization whereas the Local Organiser will adopt the issued suspension time frame.

For clarity, please note that in accordance with the applicable HYROX Rulebook (please see Clause 12. hereunder) official rankings are based on participant’s biological gender at birth, in line with previous Olympic guidelines. However,

individuals who wish to participate for recreational purposes only, without being included in the official ranking, may register under their biological or chosen gender identity.

- 3.9.** Depending on the duration of the Event, you can participate once or several times in different divisions.
- 3.9.1** If the Event runs for one day only, you can register yourself as an athlete or your team only once. Double registrations by the same person or team – as an individual athlete and as a member of a team – will only be considered once. There is no entitlement to a second starting place. A new/double registration is excluded.
- 3.9.2** If the Event runs for multiple days, you can register yourself as an athlete competing in a single division as well as a team division. It is your responsibility to review the Event’s race divisions and timings. We cannot guarantee that the same race day starts within different divisions are not overlapping.
- 3.10.** Registration to participate in an Event may be done by using a voucher received in another HYROX event. Vouchers may not be transferred to any other person or third parties.

4. RETURN / NAME CHANGE OF TICKETS

- 4.1.** Depending on the type of your purchased Event ticket, being either an athlete participation ticket (including those in support of a Charity (“**Charity Ticket**”)) with a Flex Add-On, (either “**Lite-Flex-Ticket** or **Flex-Ticket**”) or without a Flex Add-On (“**Non-Flex Ticket**”), or a Spectator Ticket (with no Flex Add-On option available) - you may, subject to the terms and conditions set out hereunder (i) return your ticket including any related products (e.g., Sportograph photo package) or (ii) or make changes to the person competing. For reasons of clarity, please note that, there is (i) no flex option available for spectator tickets, (ii) no flex add on for a Charity Ticket (only Lite-Flex available) and (iii), no option to transfer any purchased Event Ticket to another Event or division neither under Flex nor the Lite-Flex option.
- 4.2.** You can apply for any of the amendments listed in clauses 4.7. to 4.6. online at [<https://sa.hyrox.com/account/login>]. Registration changes must be carried out independently via the system (forwarding to your online account via the order confirmation email or the customer account).

Non-Flex Tickets

- 4.3.** Purchased Non-Flex Tickets can neither be returned against payment of the Ticket Fee nor changed in respect to the person competing. The same applies to other related products coupled with said tickets. Your agreement with us remains in full force and effect irrespective of any subsequent change of circumstances within your personal sphere that affect your ability to participate in the Event.

Flex Returns

- 4.4. If you have purchased a Flex-Ticket you can return your Flex-Ticket and any related products purchased to us until seven days before your race day at 07:59 a.m. Event timezone (“**Return Cut-Off Date**”). For clarity, please note that no returns will be admissible after the Return Cut-Off Date. Flex-Tickets within the Doubles Division or the Relay Division can only be returned altogether. In this case, your agreement with us terminates on the day you return your ticket to us.
- 4.5. Depending on the time of your ticket return, we will refund the following percentage share of the Ticket-Fee and, if applicable, any refundable Related Product Fee (e.g. Sportograf package) as follows:
- 4.5.1. 100%: full refund of the Flex-Ticket Fee and Related Product Fee, excluding the Flex Fee (Clause 3.1.4.) and Service Fee (Clause 5.2.), if you return your ticket no later than 31 days before your Event participation at 07:59 a.m. Event timezone (“**Full-Refund Cut-Off Date**”), or
- 4.5.2. 50%: half refund of the Flex-Ticket Fee and any Related Product Fee, excluding the Flex Fee (Clause 3.1.4.) and Service Fee (Clause 5.2.), if you return your ticket any later than the Full-Refund Cut-Off Date up to the Return Cut-Off Date (“**Half-Refund Cut-Off Date**”).

Please notice that the Flex-Fee is classified as a non-refundable Add-On and will not be reimbursed under any circumstances.

Flex- and Lite-Flex- Name Change

- 4.6. If you have purchased a Flex-Ticket or Lite-Flex-Ticket in the Single Division, Double Division or the Relay Division or in connection with a Charity Ticket in the Single or Double Division you can, until one day before your race day at 07:59 a.m. Event time zone (“**Name Change Cut-Off Date**”), change the name of one person per ticket competing and transfer your agreement with us, free of charge, to such other person, if that person is of the same gender, accepts the T&Cs and, if applicable, the Charity Contract (as defined in Clause 11.1.).

Transition Phase

- 4.7. Athletes, who change their tickets relating to an event without a Flex Add-On being available to a subsequent Event with a Flex Add-On option, will receive a Non-Flex Ticket for such event. Following the completion of such transfer, the issued Non-Flex Ticket is subject to these T&Cs, including the exclusion of a return or transfer outlined in Clause 4.3 above.

5. THE FEE, SERVICE FEE AND TERMS OF PAYMENT

- 5.1. All listed prices on our registration page are stated to be inclusive of VAT.
- 5.2. In addition to the Ticket Fee, and – if selected – the Flex Fee as well as the Add-On Fee (altogether the “**Fee**”), a service fee amounting to six per cent (6 %) of the total value of the Fee is payable upon submission of any registration to participate or attend in any Event. This must be paid by you in addition to the Fee.

5.3. The Fee and service fee are due for payment immediately upon Event registration. Such payments may be made by:

5.3.1. credit or debit card;

5.3.2. Google Pay;

5.3.3. Apple Pay; or

5.3.4. Visa Checkout.

5.4. If payment is not processed for any reason whatsoever, the Local Organiser is entitled to terminate the contract immediately without liability. You shall be liable for all costs reasonably associated with such termination.

6. ARRIVAL / ACCESS TO THE EVENT

6.1. Upon arrival at an Event and subject to your presentation of:

6.1.1. your official registration confirmation carrying a QR-/barcode relating to the specific day of the Event;

6.1.2. your proof of identity; and

6.1.3. if applicable, proof of your state of health,

you will receive your starting documents if you have registered as an athlete, and will be granted access to the Event, provided you are not showing any typical symptoms of illness (including but not limited to shortness of breath, coughing or fever). For clarity, please note that access to the Event in connection with an athlete's Event ticket is restricted to the day of the race; it does not allow for multiple-day entries.

6.2. We reserve the right to request further explanation from you regarding your health status. If, at the Event, you display typical symptoms of illness (such as shortness of breath, cough or fever) or other indications of a viral infection, we may remove you from the Event with no refund of the Fee.

6.3. You must check your starting documents for completeness upon receipt. Your timing chip, contained in the starting documents, must be returned to the Event staff in the finish area immediately after crossing the finish line. If your timing chip is lost or damaged by you, the Local Organiser reserves the right to recover from you all attributed costs summing up to an amount equalling USD 100 (US dollar one hundred) in local currency.

7. FORCE MAJEURE EVENT, POSTPONEMENT AND CANCELLATION OF THE EVENTS

7.1. The Local Organiser is under no obligation to hold the Events in its entirety or in parts and, subject to the remainder of this clause 7, may without further liability, including but not limited to any travel- and/or accommodations amendment made, postpone or

cancel the Event in full or in part, or change the time or location of, any or all of the Events for any reason, including due to:

- 7.1.1. circumstance not within the Local Organiser's reasonable control, including but not limited severe weather conditions, natural disasters (such as floods, hurricanes, earthquakes, or fires), epidemics, pandemics, war, terrorism, civil unrest, labor disputes, strikes, government actions, embargoes, power failures and any other cause beyond the reasonable control of the Local Organiser rendering the staging of the Event in full or in part impossible on an objective or subjective (so-called "economic impossibility") basis,
- 7.1.2. a decision to protect the safety of any members of the public or Event participants, or
- 7.1.3. any changes to the Applicable Laws.

(each referred to as "**Force Majeure Event**")

- 7.2. If any Event for which you are registered is postponed in its entirety or in parts prior to commencement due to a Force Majeure Event, your contract with us (including these T&Cs) shall remain unaffected and your registration shall remain valid for the next rescheduled edition of the postponed Event or competition in question. For clarification only, the local Organiser is not liable for any costs incurred in regard to any change or replacement to/of any travel- and/or accommodation arrangements made.
- 7.3. If any Event for which you are registered is cancelled in its entirety prior to commencement due to a Force Majeure Event, you shall be entitled to a free rebooking to the next year's edition of the cancelled Event in the same city. If you cannot make the next year's edition you may request a free rebooking to an alternative Event of your choice taking place within the region during the same or next Season (if not sold out) and we will use reasonable commercial efforts to accommodate for such request. For clarification only we are not liable for any costs to be incurred in respect of such requested rebooking (e.g., traveling and/or accommodation). A season shall mean and include the period of time commencing on the first day after the HYROX World Championship event and ending with the conclusion of the following HYORX World Championship event ("**Season**").
- 7.4. If the Event for which you are registered is cancelled in parts while on-going due to a Force Majeure Event the following shall apply:
 - 7.4.1. Annulment of the ranking of the unfinished competition that was cancelled before completion and repetition of the same on another day during the same Event, if possible, or
 - 7.4.2. Postponement of cancelled competitions in their entirety of such day to another day of the same Event, if possible.If a postponement of the cancelled competitions during the same Event is not possible, the following shall apply:
 - 7.4.3. You shall be entitled to a free rebooking to the next year's edition of the cancelled competition Event in the same city, if possible, or

- 7.4.4.** If you cannot make the next year's edition, you may request a free rebooking to an alternative Event of the Local Organiser of your choice taking place within the region during the same or next Season.
- 7.5.** Notwithstanding Clauses 7.2., 7.3. And 7.4 of these T&Cs, if: (i) any Event for which you are registered is cancelled or postponed; and (ii) you can demonstrate to the Local Organiser's satisfaction that, as a result of the rebooking (clause 7.2.) or rescheduling (clause 7.3.), you have been caused significant undue financial hardship, the Local Organiser may, at its sole discretion, refund the Fee to you and void your (rebooked or rescheduled) race ticket. For clarification only, the local Organiser is not liable for any costs incurred in regard to any change or replacement to/of any travel- and/or accommodation arrangements made. Any refunds of the Fee will exclude the service fee incurred pursuant to clause 5.2.
- 8. PARTICIPATION / INFRINGEMENT RISK, LIABILITY, LIMITATION AND DISCLAIMER OF LIABILITY**
- 8.1.** Participation in any Event is at your own risk and requires that you are healthy and in good physical condition. It is your responsibility to check your health beforehand. With your registration, accreditation and participation, you expressly declare that you are aware of the specific dangers of the Event and that there are no health concerns regarding your participation.
- 8.2.** By registering for any Event, you acknowledge that you can get injured or infected with viruses during the Event in the course of your participation.
- 8.3.** Subject to clause 8.4. of these T&Cs, and to the maximum extent permitted by law, the Local Organiser hereby excludes any liability for loss, damage or injury to you and/or your property arising under our contract or in connection with any HYROX event, including any indirect or consequential loss or damage, such as loss of enjoyment or travel or accommodation costs, regardless of whether the loss or damage: (i) would arise in the ordinary course of events; (ii) is reasonably foreseeable; or (iii) is in the contemplation of the parties, or otherwise.
- 8.4.** Notwithstanding any provision in these T&Cs, the Local Organiser does not seek to exclude or limit its liability (i) for fraud or fraudulent misrepresentation; (ii) for death or personal injury caused by the Local Organiser's or its officers', employees' or agents' negligence, gross negligence or intent; (iii) damages of other financial loss caused as a consequence of our gross negligence or intent, or (iv) for any other matter for which it is not possible to exclude or limit liability by Applicable Laws (including your statutory rights and rights as a consumer).
- 8.5.** We assume no liability for lost clothing, valuables and equipment belonging to participants that were not handed over to us for safekeeping. You should therefore be insured accordingly.
- 8.6.** Insofar as the Local Organiser's liability is excluded or limited, this also applies to the personal liability of its employees, representatives and vicarious agents.

9. PRIVACY AND DATA PROTECTION, PHOTO AND IMAGE RIGHTS

- 9.1. You acknowledge and agree that the Local Organiser may use and further process any information provided by you for the following purposes:
- 9.1.1. performance of its services under the terms of these T&Cs (including but not limited to the share of athlete's adaptations with ticketing and race direction management) and enforcement of the Local Organiser's legal rights;
 - 9.1.2. to publish information relevant to participants' finishing times in the Events;
 - 9.1.3. to send you health and safety and other relevant information relating to the Events;
 - 9.1.4. to notify you of events, activities, publications and services that may be of interest to you, should you consent to receiving these from the Local Organiser;
 - 9.1.5. to notify you of any amendments to these T&Cs and/or any of the Events in accordance with clause 2.2.;
 - 9.1.6. to comply with the Applicable Laws; and
 - 9.1.7. the participants may withdraw their consent to the processing of their personal information at any time. Our organisers must provide a clear accessible mechanism to enable consumers to withdraw their consent.
- 9.2. The Local Organiser is entitled, either itself or through authorized third parties, to make audio, audio-visual recordings and/or stills/photographs of the Events as well as record the name, image and voice of the participants during the course of the competition, including the warm-up, the finishing as well as the award ceremony (collectively "**Media Content**") without any obligation for compensation. The Media Content shall clearly qualify as sports competition content, thereby generally excluding any individual portraits or close-ups of participants or spectators. The Local Organiser, its affiliated enterprises, and/or its authorised third parties may use such Media Content for documentation, information and advertising purposes in all media on a worldwide basis for a period of two (2) years thereafter and allow all official HYROX partners and/or sponsors the same use and application.
- 9.3. The Local Organiser shall use best efforts to ensure that the Media Content produced at the Events will only be used in connection with HYROX, even if passed on to authorized third parties.
- 9.4. The Local Organiser has the right to store, use, broadcast, display and/or reproduce all Media Content on all media, including but not limited to radio, television, cinema, at events, on data carriers or on the Internet to be published without restriction. This also includes the right to make changes, edits, interruptions, deletions or other modifications to the Media Content and to use it without restriction as well as to transfer these rights to third parties.
- 9.5. You hereby approve the publication of any of the Media Content without any form of reimbursement, compensation, or payment if you are mentioned, depicted or

reproduced on any of the Media Content. For any data protection rights issues, please refer to our privacy policy.

- 9.6.** Sportograf Digital Solutions GmbH, whose registered office is at 170 Süsterfeldstrasse, 52072, Aachen, Germany ("**Sportograf**"), will digitally photograph HYROX on the Local Organiser's behalf. In addition, Sportograf offers you the opportunity to purchase competition pictures from it. You may also purchase a photo package from the Local Organiser when making your HYROX booking as an add-on to your registration. In this case, you will enter into an agreement with us. You consent to the Local Organiser sharing any of your data with the Sportograf and agree to be contacted by the Sportograf in relation to your participation in the Event. The Local Organiser shall require Sportograf not to share your data with any party other than itself for marketing purposes.
- 9.7.** In relation to medical matters, you agree that:
- 9.7.1.** your personal information may be stored, used, and disclosed by the Local Organiser in connection with the organisation and administration of the Events and for the compilation of statistical information. If you become ill during or after an Event and/or receive medical attention or treatment either from medical staff, other medical service providers to the Events as contracted by the Local Organiser, or any doctor or hospital, you authorise such persons to provide details (including details of medical treatment) to the Local Organiser or others authorised by them; and
- 9.7.2.** you consent to medical assistance and/or medical care being given to you in the case of illness, injury or an emergency situation, should this occur during an Event, such assistance to be given by the Local Organiser, its employees, contractors or other trained personnel conducting the Events (which may include the use of anaesthetics).
- 9.8.** While within our Event premises, you shall neither (i) take, record nor transmit any sound, image nor description of the Event other than for your exclusive, private and domestic use, nor (ii) plan, organize, lead, promote or endorse any commercial activity relating to your, if any, own business or the business of a third party that is not contracted to the Local Organiser or HYROX World in connection with the Event and/or as a HYROX sponsoring partner.

10. HYROX INTELLECTUAL PROPERTY RIGHTS

10.1 HYROX World is the sole owner of the trademark "HYROX," and all related intellectual property rights relating to HYROX – The World Series of Fitness Racing, including but not limited to any brand logos, guides, documents created by HYROX World as well as images, audio-visual recordings (e.g., highlights, clips, snippets) produced at the Event or any authorised third party (together "**HYROX IP**").

10.2 If not set out otherwise within these T&Cs, you are not permitted to use the HYROX IP without the express written consent of HYROX World.

10.3 You may not use or reproduce the HYROX name or logo in any manner that implies a partnership, sponsorship, endorsement, or affiliation with HYROX without the express written consent of HYROX World.

11. CHARITY PLACES & FUNDRAISING DECLARATION

11.1. If participation in support of or on behalf for our charity partner (“**Charity**”) is available in respect of the Event and you decide to participate in support or on behalf of that Charity by purchasing a corresponding Charity Ticket, you acknowledge that: (i) such participation will incur a cost to the Charity; (ii) such cost and a fundraising model is agreed in advance between HYROX World and the Charity; (iii) a contract will be entered into between you and the Charity in such regard (“**Charity Contract**”). Neither HYROX World nor any other company affiliated with us (together “**HYROX Companies**”) will be a party to the Charity Contract, and in addition to your contract with us and these T&Cs, your participation in any Event shall also be subject to your Charity Contract; and (iv) you agree that your participation shall be subject to the following conditions:

11.1.1. you have pledged to fundraise donations to such charity for a minimum amount as set out in the Event booking form or such other amount agreed by the Charity (and you shall evidence such fundraising in writing upon HYROX World’s, other HYROX Companies’ or the Charity’s request);

11.1.2. you consent to any HYROX Company sharing any of your data with the Charity and agree to be contacted by the Charity in relation to your participation in the Event. HYROX World shall require the Charity not to share your data with any party other than HYROX World or HYROX Companies for marketing purposes;

11.1.3. if the Event is cancelled by the Local Organiser pursuant to clause 7.1, and you elect not to rebook for an alternative Event pursuant to clause 7.2, all monies you have raised on behalf of the Charity will be paid to the Charity;

11.1.4. if the Event is cancelled by the Local Organiser pursuant to clause 7.1, and you elect to rebook for an alternative Event pursuant to clause 7.2, all monies you have raised on behalf of the Charity will not be refunded to you, and will instead apply to the HYROX Event for which you are then registered; and

11.1.5. if, prior to the Event taking place, the Charity elects to terminate its partnership with HYROX, the HYROX Companies or the Event, your Charity entry to the Event will remain unchanged.

12. COMPETITION RULES

The regulations of the HYROX Rulebook apply to each Event (available at: www.hyrox.com/rulebook) (the “**HYROX Rulebook**”). By registering, you accept these regulations as binding.

13. GENERAL

- 13.1.** These T&Cs have been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and any translated version, the respective version representing the official language of the Territory shall prevail.
- 13.2.** The contract between us constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to our contract which is not already set out in these T&Cs.
- 13.3.** If any term, condition or other provision of these T&Cs are determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, it shall be deemed to be deleted from these T&Cs, and all other terminus, conditions and provisions of these T&Cs shall nevertheless remain in full force and effect.
- 13.4.** The contract between us (including these T&Cs) is governed by the law of the Republic of South Africa. The parties agree that the courts of South Africa have exclusive jurisdiction to settle any dispute arising under or in connection with our contract.

GENUINE RIGHTSHOLDER	LOCAL ORGANISER
HYROX World GmbH Bahrenfelder Str. 322 22765 Hamburg / GERMANY Company registration: HRB 144750 USt.-ID: DE311191102 Legal representatives: Christian Toetzke Moritz Fürste	HYROX South Africa (Pty) Ltd. 22 Somerset Road 5th Floor, The Bronx Green Point, Cape Town, 8001 Company registration: 2025/406771/07 VAT ID: 4450323250 Legal representatives: Mlondi Mashinini Christian Toetzke

Status: Cape Town, 21/01/2026