

## Terms and Conditions

### §1 General Provisions

#### Definitions:

**Client** – a person or entity applying for the Programme, also acting as the payer.

**Organizer** – Warsaw Marathon Foundation, with its registered office at 15 Brylantowa Street, 05-077 Warsaw, Poland; Tax Identification Number (NIP): 9521913280, Business Identification Number (REGON): 015438288, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw under number (KRS): 0000152754.

Contact with the Organizer, including the lodging of complaints, is possible by phone: (+48) **503 860 516**, via email: [RDP@maratonwarszawski.com](mailto:RDP@maratonwarszawski.com), or by post to: Fundacja “Maraton Warszawski”, ul. Murmańska 25, 04-204 Warsaw, Poland.

**Participant** – an individual directly participating in the Programme.

**Programme** – the training workshops titled “*Race Director Programme – Rethink. Rebuild. Rise*”, organized in an in-person, open-access format by the Warsaw Marathon Foundation, understood as both the entire Programme and individual sessions within it. Hosted and organized for an international audience with the main language - English.

These Terms and Conditions define the rules for participation in the Programme.

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### §2 Rules of Participation and Implementation

1. The Programme shall take place on the dates specified by the Organizer, as published on the website: [www.warsawmarathon.com/RDP](http://www.warsawmarathon.com/RDP)
2. Participation in the Programme is voluntary and subject to a fee. Each Participant is responsible for covering the cost of the fee (400€ and tax). The fee includes activities in the official programme, it **does not** include accommodation and travel costs.
3. To register for the Programme, the registration form available at <https://rejestracja.maratonwarszawski.com/> must be completed. Registration is deemed complete when the form is submitted and the fee has been credited to the Organizer’s bank account.
4. The fee can be paid online (via the user profile) using the PayU payment platform: <https://www.payu.pl/>. Payments are processed by PayU S.A., with its registered office in Poznań, 60-166, ul. Grunwaldzka 182; NIP: 7792308495, REGON: 300523444. PayU S.A. is a domestic payment institution supervised by the Polish Financial Supervision Authority and entered in the Payment Services Register under number IP1/2012. Please refer to the PayU Regulations for details. The Organizer is not responsible for the loss of the registration form, postal money order, or bank transfer due to errors made by the postal service or bank.
5. The number of available places in the Programme is limited to 20 and determined by the Organizer. Qualification for participation is based on the order of applications and the date of payment.

6. Upon receipt of payment, the Organizer shall issue a VAT invoice.
  7. The Client has the right to withdraw from the Programme without any additional costs until **September 7, 2025**. After this date, refund of the costs will no longer be possible.
  8. The resignation must be submitted via email to **rdp@maratonwarszawski.com** and the sender must receive a **delivery confirmation** within the specified deadline.
  9. The Organizer reserves the right to cancel the Programme or change the dates, hours, or lecturers conducting specific parts of the Programme due to reasons beyond its control.
  10. In case of date changes, the Organizer will inform the Participants by email or telephone. In such circumstances, the Client may request a refund of the fee.
  11. The Organizer is not responsible for any email delivery issues caused by the mail server administrators blocking messages sent to the email address provided in the registration form.
  12. The Organizer's liability towards the Participant and Client (including the institution/company registering the Participant) for any claims, including those related to non-performance or improper performance of the Programme or legal regulations, is limited to the amount paid for participation. The Organizer is not liable for lost profits.
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### §3 Copyright

1. The Organizer reserves all copyrights to the training materials and prohibits their distribution, copying, or reproduction without written permission.
  2. Any materials made available by the Organizer during the Programme may be stored or printed exclusively for private and non-commercial use, with proper acknowledgment of the source.
  3. The Organizer does not permit dissemination, modification, transmission, printing, duplication, or public presentation of materials created during the Programme sessions.
  4. Any commercial or non-private use of materials created for and during the Programme requires prior written consent from the Organizer.
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### §4 GDPR Information Clause

#### Who is the administrator of your personal data?

The administrator of your personal data is the Warsaw Marathon Foundation, 15 Brylantowa Street, 05-077 Warsaw, Poland (NIP: 9521913280, REGON: 015438288, KRS: 0000152754). Contact: [info@maratonwarszawski.com](mailto:info@maratonwarszawski.com)

#### Purpose and legal basis for processing your data:

1. Provision of electronic services and execution of the agreement:
  - Participation in the Programme via [rejestracja.maratonwarszawski.com](https://rejestracja.maratonwarszawski.com)

- Payment processing
  - Sending organizational updates (email/SMS)
  - Handling your inquiries and correspondence
  - Maintaining contact with you
2. Fulfillment of the Foundation's legal obligations (e.g., tax, accounting)
  3. Legitimate interests of the Foundation:
    - Direct marketing of products and services
    - Handling inquiries and correspondence
    - Communication
    - Fraud prevention
  4. Based on your consent:
    - Sending marketing information via email/SMS

**Is providing personal data necessary?**

Yes. Without providing personal data, it is not possible to register, participate in the Programme, or maintain an account on the registration site.

**Data retention period:**

Your data will be processed for the duration of your use of the rejestracja.maratonwarszawski.com platform and Programme participation. Afterward, it will be stored to fulfill legal, fraud prevention, and claim-related purposes. Some data (e.g., race results) may be stored for archival and statistical use.

**Recipients of your data:**

Personal data may be shared with employees, collaborators, and subcontractors of the Administrator only to the extent necessary to fulfill the above purposes.

**Your rights:**

You may request access to your data, rectification, deletion, restriction of processing, and data portability. You may also object to the processing and withdraw your consent at any time.

**Supervisory authority:**

Complaints may be submitted to: President of the Personal Data Protection Office (UODO), ul. Stawki 2, 00-193 Warsaw, Poland.

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## **§5 Final Provisions**

1. These Terms and Conditions enter into force on the date of their publication on the Organizer's website: [www.warsawmarathon.com/RDP](http://www.warsawmarathon.com/RDP) and remain valid indefinitely.
2. The Organizer reserves the right to amend the Terms and Conditions for important reasons, including in particular:
  - a) changes in applicable laws;
  - b) organizational reasons, such as:
    - modifications to the Organizer's business operations
    - changes in the scope of services, including the introduction of new services

- changes to the Organizer's contact details, name, or legal form
- changes in accepted payment methods

3. The Participant and the Organizer will strive to resolve any disputes arising between them in an amicable manner, in particular it is possible to use mediation.

4. These Terms and Conditions are effective as of August 1, 2025.