

RULES AND REGULATIONS OF THE EUROPEAN MARATHON CLASSICS (EMC) SERIES

§1.

General Provisions

1. The European Marathon Classics (EMC) Series, hereinafter referred to as the “Series”, is an initiative combining selected European marathons under a common sporting and communication concept.
2. The organiser of the Series is the entity managing the European Marathon Classics brand: **European Marathon Classics LLP** (hereinafter referred to as **the “Organiser”**).
3. This document, hereinafter referred to as the “Regulations”, sets out the terms of participation and the rules for completing the Series, including receiving the completion award, as well as provisions concerning the processing of Participants’ personal data.
4. The Series has a sporting and promotional character and aims to build a shared European community of marathon runners.
5. The objectives of the Series are:
 - a) promoting a healthy lifestyle through popularising physical activity, in particular running;
 - b) increasing participation in running events, with particular emphasis on marathon races;
 - c) increasing the recognition of the marathons included in the Series and supporting their promotion locally and internationally;
 - d) supporting the integration of the running community and building positive relationships among participants in sporting events;
 - e) developing sports tourism by encouraging participants to take part in running events organised in various locations;
 - f) promoting international cooperation and building relationships between countries belonging to the European cultural area.
6. The Series does not constitute a separate sporting competition. Verification of completion of the Series is based on official results of the marathons included in the Series, published by the organisers of the respective events referred to in §2 of these Regulations.
7. The Organiser is not the organiser of the marathons included in the Series and bears no responsibility for their organisation.

§2.

Marathons – Members of the Series

The European Marathon Classics Series includes the following marathons:

1. **Copenhagen Marathon** – an annual marathon organised by Sparta Atletik & Løb, Parken Øster Allé 56, 6th floor, 2100 Copenhagen.
2. **Frankfurt Marathon** – an annual marathon organised by motion events GmbH, Sonnemannstr. 5, 60314 Frankfurt am Main.
3. **Lisbon Marathon** – an annual marathon organised by Maratona Clube De Portugal, Av. João de Freitas Branco, 10 Laveiras, 2760-073 Oeiras.
4. **London Marathon** – an annual marathon organised by London Marathon Events Limited, Marathon House, 190 Great Dover Street, SE1 4YB, London.
5. **Maratón de Madrid** – an annual marathon organised by Elipse Iniciativas, S.L., Calle Aniceto Marinas 48, 28008 Madrid.
6. **Maratona di Roma** – an annual marathon organised by Infront Italy S.p.A., Via Monfalcone 22, 20132 Milan, Italy.
7. **Vienna City Marathon** – an annual marathon organised by Enterprise Sport Promotion GmbH, Akaziengasse 36, 1230 Vienna.
8. **Warsaw Marathon** – an annual marathon organised by the “Maraton Warszawski” Foundation, ul. Brylantowa 15, 05-077 Warsaw.

The list of marathons included in the Series may be changed in the future by decision of the Organiser.

§3.

Conditions of Participation

1. Any natural person may participate in the Series, regardless of nationality, place of residence, or sporting level (hereinafter referred to as the “Participant”).
2. Participation in the Series is entirely free of charge (excluding entry fees for individual races referred to in section 6).
3. Conditions for participation in the Series are:
 - a) compliance with the regulations of the individual marathons included in the Series in which the Participant takes part;

- b) registration in the official Series system on the website www.europeanmarathonclassics.eu;
 - c) acceptance of these Regulations.
4. To register for the Series, the Participant must:
 - a) create an account by completing the form in the online registration system available on www.europeanmarathonclassics.eu;
 - b) accept these Regulations.
 5. Registration for any marathon referred to in §2 does not automatically constitute participation in the Series. Separate registration on the Series website is required.
 6. The Participant takes part in the marathons referred to in §2 under the terms and conditions set by their organisers and bears all entry fees in accordance with the regulations of the given race.

§4.

Recording and Use of Image

1. By joining the Series, the Participant declares that:
 - a) participation in the Series is voluntary;
 - b) they have been informed that photographs and video recordings documenting the Series will be taken;
 - c) they accept that their image may be recorded as part of such materials as an element of a whole.
2. The Participant acknowledges that, in such cases, the Organiser does not require separate consent for the dissemination of the Participant's image where it constitutes a detail of the documented event.
3. A Participant who independently poses for photographs or makes statements on camera during the Series gives voluntary and informed consent to the recording and use of their image and statements by undertaking such actions.
4. The Participant acknowledges that materials recorded during the Series may be used by the Organiser free of charge to record, reproduce, and use the Participant's image, voice, and statements in the form of photographs, video recordings, or other audiovisual materials ("Materials"), using any technique, including digital, and on any data carriers.
5. The Materials may be used for:
 - a) informational,
 - b) promotional,

- c) marketing,
 - d) public relations purposes,
- in particular in print, electronic and digital media, including television, radio, the Internet, social media and intranet, without time or territorial limitations.
6. The Materials will not be sold or used for other commercial purposes unrelated to the Organiser's activities.
 7. The Participant retains moral copyright, while granting a non-exclusive, royalty-free licence to use the Materials to the extent specified above.
 8. Processing and use of the Materials will be carried out in accordance with applicable laws, including the EU General Data Protection Regulation ("GDPR") and copyright legislation.
 9. Video and photographic materials may reveal additional information related to the Participant's personal characteristics (e.g. skin colour, headwear, glasses).
 10. Published materials may include the Participant's first and last name or the name of the event.

§5.

Rules for Completing the Series

1. To complete the European Marathon Classics Series, the Participant must complete **at least five (5) different marathons** of their choice from among those listed in §2, provided that each marathon is held in a different city.
2. Selection and verification of completed marathons takes place in the Series registration panel after registration and in accordance with the rules described there.
3. The Organiser does not set a final deadline for completing the marathons included in the Series.
4. The choice of marathons rests with the Participant.
5. The following may count towards completion of the Series:
 - a) marathons completed after registration in the Series system;
 - b) historical marathons (i.e. completed prior to joining the Series), provided they are successfully verified in the registration system in accordance with these Regulations.
6. Completion of a marathon is verified by the Organiser on the basis of:
 - a) official results published by the organiser of the given marathon;
 - b) the Participant's identification data consistent with the information provided in the Series registration system;

- c) any additional documents confirming completion of the race, if deemed necessary by the Organiser.
7. The Organiser may request additional explanations or documents from the Participant to confirm the correctness of the reported results.
 8. A completed marathon is understood as a race over a distance of 42.195 km finished with an official “finisher” result.
 9. In the absence of clear verification, data discrepancies, or failure to meet formal requirements, the Organiser may refuse to count a given marathon towards completion of the Series. The Organiser’s decision in this regard is final.

§6.

Award for Completing the Series

1. A Participant who meets the conditions set out in §5 obtains the status of **“European Marathon Classics Finisher”**.
2. Upon completion of five races in accordance with the rules set out in §5, the Participant is entitled to receive a commemorative Series medal, free of charge.
3. The medal may be collected in person during a selected marathon included in the Series, after prior notification in the online registration system available on the website [website address].
4. The Organiser specifies additional rules regarding medal collection logistics (e.g. notification deadline, collection point, identification); these rules are available on www.europeanmarathonclassics.eu and form an integral part of these Regulations.

§7.

Personal Data

- a) The data controllers are European Marathon Classics LLP and the organisers of the eight marathons listed in §2 of the Regulations, acting as joint controllers.
- b) Registration in the Series requires providing personal data necessary for result verification and participation management, in particular: first and last name, e-mail address, date of birth, nationality, gender, and identification data enabling confirmation of marathon completion.

- c) Participants' personal data will be processed in accordance with applicable law, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR).
- d) The purposes, legal bases, data retention periods, information on data recipients, and Participants' rights are specified in Appendix No. 1 – GDPR Information Clause for Series Participants, which forms an integral part of these Regulations.
- e) Personal data processing may include, inter alia:
 - a) management of the Participant's account and participation in the Series;
 - b) verification of marathon completion;
 - c) operational contact regarding the Series;
 - d) statistical and analytical activities related to the functioning of the Series;
 - e) marketing activities – only where the Participant has given appropriate consent;
 - f) the Participant's image recorded during sporting events and used for documentation and information purposes;
 - g) transfer of data outside the European Economic Area may take place only in accordance with GDPR requirements, in particular on the basis of a European Commission adequacy decision for the United Kingdom;
 - h) provision of personal data is voluntary but necessary for participation in the Series. Failure to provide data may prevent registration or continuation of participation;
 - i) the Participant may obtain additional information regarding personal data protection by contacting the entity indicated in Appendix No. 1.

§8.

Final Provisions

1. These Regulations enter into force on the date of publication on www.europeanmarathonclassics.eu.
2. The Organiser reserves the right to amend these Regulations.
3. Amendments enter into force on the date of their publication on www.europeanmarathonclassics.eu.
4. Matters not regulated herein are governed by the regulations of the individual marathons included in the Series and applicable law.

5. The Organiser is the competent entity for receiving and handling complaints relating exclusively to the Series. Complaints regarding the organisation of individual marathons should be submitted directly to their organisers referred to in §2.
6. The Organiser reserves the right to terminate the Series at any time.
7. These Regulations are governed by the law of the United Kingdom of Great Britain and Northern Ireland.

APPENDIX NO. 1

GDPR INFORMATION CLAUSE FOR PARTICIPANTS OF THE EUROPEAN MARATHON CLASSICS SERIES

1. Personal Data Controller

The joint controllers are European Marathon Classics LLP and the organisers of the eight marathons listed in §2 of the Regulations.

2. Contact Details for Data Protection Matters

Based on joint arrangements between the joint controllers, a single contact point has been designated for matters related to the processing of Participants' personal data:

European Marathon Classics LLP

e-mail: info@europeanmarathonclassics.eu

address: 190 Great Dover Street, London, United Kingdom, SE1 4YB

This entity also exercises the rights of data subjects and fulfils the information obligations referred to in Articles 13 and 14 of the GDPR.

3. Sources of Data Collection

Participants' personal data are obtained from entities that are organisers of individual marathons or from publicly available sources where such results are accessible (e.g. search engines).

4. Purposes and Legal Bases for Data Processing

Participants' personal data are processed for the following purposes:

a) Registration and management of participation in the Series, including:

- maintaining the Participant's account,
- enabling participation in the Series,
- verification of marathon results, based on Article 6(1)(b) GDPR – necessity for the performance of a contract (the Series Regulations);

- b) Operational, technical and organisational contact** – based on Article 6(1)(b) GDPR and Article 6(1)(f) GDPR – the legitimate interest of the joint controllers (ensuring the proper functioning of the Series);
- c) Statistical, analytical and reporting purposes** – based on Article 6(1)(f) GDPR – the legitimate interest of the joint controllers consisting in the development and analysis of the Series;
- d) Marketing activities** – promotional communication concerning sporting events, based on Article 6(1)(a) GDPR – the data subject's consent, and Article 6(1)(f) GDPR – the legitimate interest of the joint controllers (own marketing);
- e) Defence against claims** – based on Article 6(1)(f) GDPR, i.e. the legitimate interest of the joint controllers consisting in establishing, pursuing or defending against claims.

5. Processing of Image Data

Image data may be processed for the purpose of:

- documenting the course of sporting events,
- promoting the European Marathon Classics Series,
- promoting the marathons included in the Series,
- creating informational, marketing and relationship-building materials related to the Series (e.g. photographs, video recordings, reports).

Personal data are processed on the basis of Article 6(1)(b) GDPR, i.e. necessity for the performance of a contract constituted by the declaration of participation in the Series, and Article 6(1)(f) GDPR, i.e. the legitimate interest of the joint controllers, which is the documentation of the event and promotional purposes, and after completion of the Series – for the purposes of establishing, pursuing or defending potential claims.

If the Participant independently posed for photographs or made statements on camera during the Series, thereby giving informed consent to the creation of such photographs or video recordings, the Participant may withdraw this consent prior to the publication of the material; this does not affect the lawfulness of processing carried out before the withdrawal.

6. Categories of Data

The joint controllers process, inter alia:

- first and last name,
- date of birth, nationality, gender,
- e-mail address,
- Participant account data,
- data concerning completed marathons and sporting results,
- identification number assigned by the Series system,
- the Participant's image, e.g. recorded in photographs or video recordings from sporting events.

7. Recipients of Data

Personal data may be disclosed to:

- IT and hosting service providers,
- entities operating the registration system,
- marathon organisers to the extent necessary to verify results,
- data processors acting under data processing agreements.

8. Transfer of Data to Third Countries

Transfer of data outside the European Economic Area may take place only in accordance with GDPR requirements, in particular on the basis of a European Commission adequacy decision confirming an adequate level of protection for the United Kingdom (UK).

9. Data Retention Period

Personal data will be stored:

- for the duration of participation in the Series and maintenance of the account,
- for the period of contact with the Participant,
- until an objection is raised – where processing is based on legitimate interest,
- until consent is withdrawn – where processing is based on consent (e.g. marketing),
- for the period necessary to establish, pursue or defend against claims.

10. Participant's Rights

The Participant has the right to:

- access personal data,
- rectification,
- erasure of data,
- restriction of processing,
- data portability,
- object to processing,
- withdraw consent at any time, without affecting the lawfulness of processing carried out prior to withdrawal,
- lodge a complaint with a supervisory authority.

11. Voluntary Provision of Data

Provision of personal data is voluntary but necessary for participation in the Series.

12. Automated Decision-Making

Personal data are not used for automated decision-making, including profiling.