



## **General terms and conditions Muskathlon**

Stichting de 4e Muskietier

## **1 Introduction**

The Muskathlon is the ultimate challenge in an extreme location and is organized by the Stichting de 4e Muskietier (the 4th Musketeer). The 4th Musketeer works together with one or more 'Proud Partners', this is the charity for which you are fundraising.

The Muskathlon is not a competition or tour. The goal is to bring justice, in which one day of the journey is devoted to the Muskathlon sport goal. In a single case, this may differ. The goal is to raise as much money as possible for the fight against injustice.

In the remainder of these conditions the Muskathlon is also referred to as 'the journey'.

Dutch law applies on all Muskathlons organised by de 4e Muskietier. These terms and conditions are applicable for all Muskathlons organised by the 4th Musketeer NL (Stichting de 4e Muskietier).

## **2. Registration**

Registration as a participant takes place after registration via the website [www.muskathlon.com](http://www.muskathlon.com) and a first deposit of € 100, -. After this payment, the personal fund yard page is mentioned in the participant overview on the website. The login details automatically receive the participant by e-mail immediately after registration. (When paying online the page is immediately visible, if the deposit is transferred via bank, the page is visible after manual processing.)

By registering, the participant agrees with the general terms & conditions and privacy policy.

The minimum age for participation in Muskathlon is 18 years. Participants aged 16 or 17 must be accompanied by a parent / guardian as a participant.

Participation in Muskathlon requires a medical certificate. This declaration is obtained by completing a medical questionnaire and a physical examination by a doctor of choice (questionnaire and completion follows via the personal page of the participant after registration). Participant is responsible for obtaining the medical certificate. If costs are involved, this is for the account of the participant.

The 4th Musketeer has the right to refuse the registration of participants.

A minimum number of participants applies to Muskathlon. The 4th Musketeer reserves the right to cancel the trip if there are too few registrations. If this is the case, the participant will be informed about this no later than 6 months before departure. First of all, attempts will be made to have the trip take place to a different date or country. If the participant explicitly declares that he / she does not want to

take part in another trip, the prepaid deposit and, if applicable, other travel expenses will be refunded. Costs other than the travel charges made by the participant are at the expense and risk of the participant.

In case of force majeure, the 4th Musketeer has the right to cancel the trip or to adjust it before or during the trip without being liable for any damage by the participant. Force majeure occurs when abnormal and unforeseen circumstances arise that are independent of the will of the person who invokes it and of which the consequences can not be avoided despite all precautions. These include war, natural disasters, political unrest, general scarcity, strikes, epidemics, state of emergency or similar situations. In this case no refund of travel money will take place.

### **3. Sponsorship money**

Each participant is required to make every effort to achieve the objective of raising € 10,000 in sponsorship money. A participant that recruits for Proud Partner Compassion can also find a sponsor for a child. One child counts for € 1,000 in sponsorship money.

The barometer on the website is still updated the same day for online payments. Because processing of the sponsor children takes place at Compassion and registrations monthly sponsoring at A21, the processing of these contributions is not immediately visible on the barometer. Other authorizations and bank bookings that have been manually donated outside the fund yard page have a lead time of 1-4 weeks (2 weeks on average).

6% of the sponsor money is intended to cover the costs and promotion of the Muskathlon.

### **4. Travel sum**

In addition to the fundraising objective of € 10,000, the participant must pay the costs of the trip (travel sum) and the (flight) ticket price itself. The amount of the travel sum is included on the website of the Muskathlon and will have to be paid according to the payment schedule in article 5. A flight is to be arranged individually in contact with 4th Musketeer project leader or office for the right itinerary.

The 4th Musketeer reserves the right to adjust the travel sum if the costs deviate substantially from the costs included in the budget. If the 4th Musketeer makes use of this option, the participant will be informed accordingly.

Possible additional costs that are not included in the fare include:

- Travel costs to preparation or information evenings.
- Material that participants want to purchase themselves (running or cycling clothing, bicycle, running shoes, sports nutrition, etc.).

- Passport costs (this must be valid for at least half a year after arrival in the country of participation).
- Depending on the country: costs for a visa.
- Cost of vaccinations and if desired DEET (anti-mosquito spray) e.d.
- Costs for a sports medical examination, if the in-house doctor does not want to cooperate with this. Tip: there may be additional health insurance policies that cover (partially) these costs.
- Transport of a bicycle (depending on the country usually € 100, - one way).
- When participating for Compassion: requesting a statement about behavior.
- The travel sum is based on double or multi-person rooms. Individual travelers are assigned to someone else, unless a single room is requested for registration. For a single room an additional travel fee is due.
- Dietary requirements can be taken into account in many cases, after prior notification to the 4th Musketeer. However, full implementation can not be guaranteed. Any additional costs are at the expense of the participant and must be paid at the destination.

## 5. Payment and cancellation

Cancellation takes place via the contact form on the website

<https://www.muskathlon.com/nl-nl/contact> or <https://de4emusketier.nl/contact>

The participant must pay an amount of € 100, - upon registration.

- 25% of the fare and ticket price must be paid by each participant nine months before the start of the Muskathlon.
- 50% of the fare and ticket price must be paid by each participant six months before the start of the Muskathlon.
- 100% of the fare and ticket price must be paid by each participant three months before the start of the Muskathlon.

In case of cancellation the minimum cancellation costs are € 100, -.

- In the event of cancellation within nine months before the start of the Muskathlon, the participant pays 25%.
- In the event of cancellation within six months before the start of the Muskathlon, the participant pays 50%.
- In the event of cancellation within three months before the start of the Muskathlon, the participant pays 100%.

The cancellation costs cover on average the costs of registration and cancellation, processing of questions and donations, indirect costs of the organization, cancellation costs charged by airlines and hotels for canceling a ticket, hotel room etc.

The 4th Musketeer has a travel and cancellation insurance that - if covered - provides compensation in case Dutch participants do not have travel and / or cancellation insurance themselves. This cancellation insurance only covers costs of

unforeseen issues such as the death of a family member or other acute emergency. The cover is not guaranteed in case of injuries.

In case of cancellation, sponsor money and / or travel allowances can not be taken to a next year / Muskathlon.

## **6. Insurance**

The participant must be adequately insured against all damage caused by him to others and / or property of others. The designated insurance for this is a Personal Liability Insurance (AVP) that is valid in the country where the Muskathlon takes place and which provides cover for this event.

In addition, the participant must have adequate travel and health insurance that is valid in the country where the Muskathlon takes place, including any repatriation costs.

The participant must be insured for participation in a sporting performance in the country where the Muskathlon takes place. If the insurance company of the participant has excluded this, the participant must insure itself separately.

## **7. Media**

Media images are made during the Muskathlon and the trip. These images, in which the participant can occur, can be used for promotional purposes. The participant receives no compensation for this.

## **8. The Muskathlon**

The participants are obliged to follow all instructions from the project manager and the volunteers and staff employed by the 4th Musketeer and the police.

The 4th Musketeer provides medical assistance and in most cases takes a doctor along during the trip. This doctor is authorized to take the decision during the Muskathlon to terminate the participation of a participant if continuation in the opinion of the physician is no longer justified.

The 4th Musketeer can decide to set time limits and to remove participants from the Muskathlon if these limits are not met.

Participants must inform the project leader if unforeseen events occur that are undesirable.

Participants can not hold the 4th Musketeer liable if they get lost during the Muskathlon.

The 4th Musketeer can decide to adjust the route, shorten or call the Muskathlon completely if the (safety) situation makes this necessary, in the opinion of the 4th Musketeer.

The 4th Musketeer also reserves the right to change start and / or finish times.

Participants or any interested parties can not claim compensation or reimbursement of the fare, ticket price and sponsorship money by means of a decision of the organization as referred to in the previous two paragraphs of this article. The participant is obliged to wear the Muskathlon shirt, t-shirt or cycling shirt provided by the organization during the training sessions during the trip and on the Muskathlondag.

The cycling participant declares that he has a proper bicycle and proper bicycle equipment.

The use of firearms and the use of drugs is prohibited.

## **9. Complaints**

The 4th Musketeer is convinced that the offered trip is in the right proportion to the fare. In the unlikely event that complaints arise, they must be reported to the project manager immediately by the participant on the spot. In general, these are then immediately resolved. If it turns out that a good solution on the spot is not possible, then the participant must submit the complaint within one month after returning to the 4th Musketeer via [muskathlon@de4emusketier.nl](mailto:muskathlon@de4emusketier.nl).

## **10. Liability**

Participation in the Muskathlon is at all times at the participant's own risk.

The 4th Musketeer does not accept any liability for any direct or indirect damage that could occur or has arisen prior to, during or after participation in the Muskathlon. This also applies to canceling or releasing the Muskathlon or the trip, as well as accidents, theft or any damage whatsoever.

The participant declares before the start of the Muskathlon:

- that participant has undergone a (sports) medical examination;
- that participant has an ability to participate spiritually and physically in the Muskathlon;
- that participant has known the risks associated with participation in the Muskathlon and accepted them;
- that the doctor has the right, if he / she deems further participation irresponsible, to exclude me from further participation in the Muskathlon.

- that the doctor is allowed to take medical decisions in case of emergency when participant is unable to do so. If possible, this will always be in consultation with a representative of the home front (specified In Case of Emergency data);
- that participant release the 4th Musketeer, the physician and Compassion NL / Open Doors from any liability for injury, property or financial damage that occurs during the Muskathlon as a result of:
  - insufficient condition and / or health or overestimation thereof;
  - consciously ignoring instructions.