



## OXYBURN Trail Run 2026 Conditions of participation

Last updated 08.01.2026

### 1. Scope and validity

- 1.1. The organizer of OXYBURN Trail Run as a side-event to the PEAK LAKE GARDA 42 is COMUNICO ITALIA SSD a RL, Via del Forte 28, 38121 Martignano Trento (hereinafter also the "organizer").
- 1.2. These conditions of participation regulate the organization contract between the participants in this side-event of the PEAK LAKE GARDA 42 ("participants") and the organizer. Occasionally, the organizer may make changes to the conditions of participation for legitimate reasons, for example for legal and regulatory reasons and to improve the organizational processes and quality of the side-event OXYBURN Trail Run. If the organizer makes changes to the conditions of participation that could affect the ongoing contractual relationship between the participants and the organizer, the organizer will inform the participants in advance according to the circumstances, for example by displaying a conspicuous message or by the organizer sending the participants an email. This notification will contain information about the planned changes and the right of participants to object to these changes, as well as where to send the objection and what the consequences are if participants do not object. The changes are considered accepted if the participants do not reject them within 30 days.
- 1.3. By submitting the order via race result AG, a binding order for registration for the side-event OXYBURN Trail Run is submitted. However, a contract for participation in the OXYBURN Trail Run is only concluded with the express declaration of the organizer. TimeMotion Timing + Event GmbH acts as a representative of the organizer and is authorized by the organizer to receive and submit corresponding declarations. A contract is only concluded between the participant and the organizer.
- 1.4. All declarations made by a participant to the organizer must be sent to COMUNICO ITALIA SSD a RL, Via del Forte 28, 38121 Martignano Trento.

### 2. Participation

- 2.1. OXYBURN Trail Run is a non-competitive side-event that takes place in the context of the PEAK LAKE GARDA 42. The participation is only allowed for persons of full age (18 years and more).
- 2.2. By registering, participants agree to these event regulations. This also applies if the registration is made by a representative.
- 2.3. The following are not allowed to take part in the race:



2.3.1. Athletes with "hand bikes", prams, pushchairs or other wheeled vehicles.

### **3. Services included**

3.1. When participating in the OXYBURN Trail Run, the following services are included in the registration fee:

- Goodie bag with partner product (socks)
- Feeding zone halfway along the route
- Aperitivo at the finish line in Malcesine
- Medical care

### **4. Race package Pick-up**

4.1. The goodie bags are only distributed upon presentation of the registration confirmation and an identity card on site.

4.2. The race package must be picked-up in person during the event. There is no entitlement to subsequent pick-up or delivery.

### **5. Registration fees and payment processing**

5.1. The registration fee to take part to the OXYBURN Trail Run is € 25.00

5.2. Participation in the OXYBURN Trail Run is a highly personal right and in principle not transferable. This does not apply to a transfer of the starting place to another person. A name change is possible and free of charge until March 23, 2026. No changes can be made after this date.

5.3. If a participant does not appear at the start, there is no right to claim a refund of the registration fee. There is no right of withdrawal.

5.4. A refund of the registration fee or a postponement of the right to start to the following year is only possible in case of a complete cancellation of the PEAK LAKE GARDA 42 or of the OXYBURN Trail Run, as far as the cancellation is the responsibility of the organizer or an official approval is not granted e.g. due to a pandemic.

5.5. The organizer commissions TimeMotion Timing + Event GmbH to handle and collect the registration fees. Payment of the registration fee shall be made to TimeMotion Timing + Event GmbH. The participant's payment to TimeMotion Timing + Event GmbH releases the organizer from any debt.

### **6. Participants limit**

6.1. The limit of participants in this side-event has been set at 250 people.



## **7. Safety measures / instructions from the organizer**

7.1. The organizer will notify the participants of organizational measures before the start of the event. The instructions of the organizer and his appropriately identified staff must be followed. In the event of violations that disrupt the proper course of the event or endanger the safety of the other participants, the organizer is entitled to exclude the person concerned from the event and / or disqualify them at any time. Legally binding declarations can only be made to the participants by the group of persons authorized to do so by the organizer.

## **8. Rights of use / personal privacy rights consent**

8.1. The participant agrees that recordings (e.g. pictures / photographs, videos or other media) may be made of him within the framework of the OXYBURN Trail Run and that these may be used by the organizer without restrictions in terms of content, time and space.

8.2. The consent extends to all currently known and unknown types of use; in particular, the digitization, duplication, distribution, exhibition, demonstration, broadcasting, making available to the public and public reproduction through image / sound / data carriers. The organizer is permitted to exploit the recordings commercially (advertising and marketing purposes) and editorially via fixed and mobile communication networks and means, including all digital and analogue transmission and retrieval technologies; in particular via cable, radio, fixed and mobile satellite networks and microwaves, all known and future transmission methods (e.g. WAN, LAN, WLAN, broadband, FM, GSM, GPRS, EDGE, UMTS, HSDPA, HSUPA and DVB-T and DVB-H), transmission protocols and languages (e.g. TCP-IP, IP, HTTP, WAP, HTML, c-HTML and XML) and including reproduction on any type of receiver, such as in particular stationary, mobile and ultra-mobile computers, television sets, set-top boxes, (hard disk) video recorders, mobile phones, Mobile Digital Assistants (MDA), Personal Digital Assistants (PDA) and Mobile Internet Devices (MID). The recordings may therefore be used both digitally and analogously in all suitable media (online use of any kind, any print use, TV, cinema, theater, videograms (CD, DVD, etc.) and stored in databases. Comunico Srl also licenses the right of sub-licensing to third parties.

8.3. The recordings may be edited or redesigned while respecting the participant's personal privacy rights (e.g. montage, combination with pictures, texts or graphics, alienation of the photo, coloring).

## **9. Privacy policy**

9.1. The organizer uses the data provided by the participants in accordance with the provisions of the applicable data protection law. The data required for participation will be saved and passed on to service providers commissioned by the organizer to the extent necessary.



Address data are also collected and processed for our own marketing purposes. For third-party marketing purposes, only those data are passed on for which this is legally permitted.

## **10. Liability exclusion**

- 10.1. Participation in the OXYBURN Trail Run is at your own risk. The organizer assumes no liability for damage, with the exception of those mentioned in Section 10.2. below. This also applies to accidents, lost clothing and other items.
- 10.2. The organizer is liable for damages – regardless of the legal reason – within the scope of fault liability in the event of willful intent and gross negligence. In the event of simple negligence, the organizer shall only be liable
  - 10.2.1. for damages resulting from injury to life, body or health,
  - 10.2.2. for damages resulting from the violation of an essential contractual obligation (obligation whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely); in this case, however, the organizer's liability shall be limited to compensation for the foreseeable, typically occurring damage.
- 10.3. The limitations of liability resulting from Section 10.2. also apply in the event of breaches of duty by or in favor of persons for whom the organizer is responsible according to statutory provisions.
- 10.4. By registering for the OXYBURN Trail Run, the participant declares that there are no health concerns against his or her participation.
- 10.5. The organizer has concluded a legal liability as part of an organizer's liability insurance.

## **11. Contract conclusion**

- 11.1. This contract takes effect when you register for the OXYBURN Trail Run and ends automatically when the respective competition is over.
- 11.2. The contract can be terminated in writing with four weeks' notice to the end of the month. If this happens before the respective competition, the participant will be automatically canceled, but his entry fee will not be refunded.
- 11.3. The contract language is Italian. These conditions of participation are offered in German, Italian and English.

## **12. Final provision**

- 12.1. If a regulation of these conditions of participation is partially or completely ineffective or unenforceable or if there is a loophole, this shall not affect all other regulations of the conditions of participation.