

# Terms of Participation

## General Terms & Conditions for Participation in SCC EVENTS School and Youth Races

*The following English version of the Terms of Participation is provided solely to aid in understanding. In the event of any conflicts arising about wording, the German original version shall be exclusively binding for all parties involved.*

### Gender Note

In order to improve the readability of the text, we chose either the male or female form or any other gender-dependent identity of person-related nouns. This does not imply discrimination of the opposite gender.

## § 1 Anwendungsbereich - Geltung

(1) The SCC EVENTS School and Youth running events are promoted by Sport Club Charlottenburg e.V., Waldschulallee 34, 14055 Berlin (registered with the Local Court Charlottenburg, under VReg. no. 366Nz), which has assigned SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun Str./Adlerplatz, 14053 Berlin (hereafter referred to as "SCC EVENTS GmbH") with the implementation of the events. SCC EVENTS GmbH is insofar authorised by the promoter to realise the event, including authorisation to make binding statements in its own name. The following conditions of participation are applicable in addition to the General Terms & Conditions of participation and are tailored to the specifics for underage participants.

(2) These terms of participation are subject to occasional changes in content. The terms valid at the time of the participant's registration become part of the contract between the organiser and the parents or legal guardians of the participant. Any alterations to the contract, which take the justified interests of the organiser, the participants or their parents or guardians into consideration and which are published by the promoter on the Internet or in written form will automatically become part of the contract.

(3) All declarations made by a participant's parents or guardians to the promoter are to be addressed to SCC EVENTS GmbH.

## § 2 Terms of participation – Safety regulations

(1) Anyone who has reached the age stipulated in the relevant event is eligible to start. The basic requirement for the participation of minors is the respective consent of the parent or legal guardian.

(2) Participation using sports equipment, especially inline skates or other equipment, which could impair the safety or health of participants or spectators at the event, is prohibited or must be expressly permitted by the event organizer. Animals are not permitted on the course.

(3) The legal guardians of each participant are obliged to assess the health requirements of the participant for participation in the event, if necessary, after consulting a doctor.

(4) Participants shall be informed of any organisational measures necessary before or during the event. Participants are to comply with all the instructions provided by the organiser and any event personnel, who will be clearly identified as such. The organiser reserves the right at any time to exclude or disqualify any participant whose behaviour is likely to jeopardise the orderly staging of the event or the safety of other participants. Legally binding declarations can only be made to the legal guardians of the participants by persons authorised by the organiser. Included in this group of authorised persons are the members of the medical team providing support for the event, who are authorised to prohibit a participant from competing or continuing participation in order to protect the participant if there are commensurate health indications.

## § 3 Registration – Contract terms of payment

(1) Registration must be completed online at the SCC EVENTS website or on-site on the day of the event by completing the appropriate registration form provided by the organiser or the State Senate. Registrations sent by fax or any other registrations sent via electronic mail will not be accepted.

(2) The contract is only concluded when the legal guardians of the participant explicitly agree to the terms of participation during online registration or by signing the registration form. In the case of registration for the school races done collectively by teachers, the schools must receive parents' informed consent and be able to

provide documentation when requested. For contract conclusion and start authorisation, the participant fee must have been received by the organiser, and the respective guardians or teachers of the participant must have received the registration confirmation or race number.

**(3)** After receiving the registration, the organiser will send to or give the participant's respective guardian or teacher a registration confirmation, or, if registering on site, a race number. The organiser is entitled, but not obliged, to disregard or exclude a participant who is in arrears with the payment of the participation fee in this or other events and/or with regard to any additional services. The organiser reserves the right to disqualify a participant at any time and/or to exclude him from the event if the respective guardians or teachers provide false personal data when registering.

(4) Participation or start authorisation is a highly personal right and not transferable. Race numbers are also non-transferable. Each participant can only be registered once. Duplicate registrations are not accepted. In the case of a double registration by one and the same person, there is no entitlement to a second starting place or refund of the participant fee.

(5) Payments can be made by credit card when registering online or in cash or by credit card when registering in person on-site. When paying by credit card, only the card companies VISA, Eurocard/Mastercard and American Express can be accepted. Registrations without simultaneous credit or payment receipt of the participation fee are not accepted. Payment can also be made in cash or by credit card during in-person registration during the business hours on the business premises or at the event site.

#### **§ 4 Race documents**

**(1)** The legal guardian or teacher will receive the race documents at the start of the event upon presentation of the registration confirmation and/or a valid photo ID. If a legal guardian is prevented from being there in person, he must provide written authorisation for someone else to pick them up. Teachers have to legitimise themselves with a school or work ID. The documents will not be sent by mail.

**(2)** Every legal guardian or responsible teacher is obliged to check the participant's race documents for completeness immediately upon receipt. Subsequent complaints will not be considered.

#### **§ 5 Refund**

**(1)** If a registered participant does not participate without reasons, or if his legal guardian or teacher declares his non-participation vis-à-vis the organiser or the participant is disqualified, there is no entitlement to repayment or reimbursement of the participant fee. This also applies in the case of a legitimate withdrawal of the participant.

**(2)** The reimbursement of the participant fee is only possible in the case of a complete cancellation of the event. If the cancellation is not the responsibility of the organiser, no refund will be given.

**(3)** The organiser sets an organisational limit (number of participants and/or late registration date), which will be provided in the invitation for the event or at a later date. Registrations that exceed the limit will not be accepted.

#### **§ 6 Liability waiver**

**(1)** Participation is at the participant's own risk.

**(2)** The promoter is not liable for property or financial damages that are not at least caused by gross negligence; excluded from this restriction of liability are damages that are caused by the culpable breach of a contractual primary liability of the promoter, as well as personal damages (damages to life, body, or health of a person). The preceding limits of liability also apply to the liability for personal damages for employees, representatives, fulfilment assistants, and third parties who assist the promoter in connection with the realisation of the event or who are bound by contract to them for this purpose. The limitations of liability refer to direct damages as well as consequential damages.

**(3)** If the organiser is authorised in cases of force majeure or, due to official regulations or for safety reasons, to make changes to or to cancel the event, there is no reimbursement and/or indemnification obligation of the organiser vis-à-vis the participant's parents or legal guardians.

**(4)** The promoter shall not be liable for health risks of the participant in connection with participation in the race. No special support will be provided during the running event for participants who have a known chronic illness that requires special medical care. No support may be provided during the race by doctors or medical

personnel without prior accreditation by the promoter. It is the obligation of the participant's parents or legal guardians to check his state of health prior to the race. Upon receipt of the race number, the participant, represented by the respective legal guardian or teacher, makes a binding declaration that there are no health concerns about his participation.

(5) The organiser does not accept any liability for objects belonging to the participant that were left in the custody of third parties commissioned by the organiser; the liability of the organiser for gross selection negligence remains unaffected.

(6) The payment for any personal medical services, if necessary, vis-à-vis the organiser is to be covered by the participant's legal guardian or school. The organisers do not provide insurance coverage for medical treatment. It is the responsibility of participant's legal guardian or school to maintain adequate insurance coverage for medical treatment. Notwithstanding the above cases for the organiser's liability for damages, the event organiser is not liable for any medical treatment costs (including concurrent costs such as transport or care).

#### **§ 7 Data collection and processing**

(1) ) The personal data submitted on the registration form by the legal guardian or teacher of each participant will be stored electronically and processed for the purpose of the entrant's registration and for the proper staging of the event, as well as to assist the event's medical teams in providing medical care for the participant on the course and at the finish. In particular, this applies to data required for proper payment handling.

(2) The legal guardians of the participant agree that SCC EVENTS GmbH may use photographs of a registered participant within the framework of an event by commissioned photo or video service providers, as well as films or interviews of the participant, for free for their own advertising purposes, unlimited in time, space or content, and may share them publicly; photographs may be used commercially, also for advertising purposes, offline and online and in social networks, in particular in the following manners: in magazines, newsletters, posters, photo and video impressions of the event and press releases, among other uses. The legal guardians of the participant waives the right of the participant to be named.

(3) The respective guardians of the participant may object at any time to the processing of personal data according to Paragraph 2. The claim must be sent to: daten-schutz@scc-events.com Further information can be found in the privacy policy.

#### **§ 8 Right of Withdrawal**

Unless otherwise agreed in these conditions of participation, the statutory provisions apply to withdrawal and cancellation. For contracts concluded outside of the organiser's business premises and for distance selling contracts for tickets, there is no statutory right of revocation pursuant to § 312g (2) no. 9 BGB. (German Civil Code).

#### **§ 9 Disqualification, exclusion from the event, and start ban**

If the official race number is passed on to a different participant, fraudulently displayed or altered by providing false credentials, particularly by folding or covering a sponsor's message or logo, the participant can be disqualified and banned from future events. Disqualification or a start ban can also occur in case of grossly unsportsmanlike behaviour or in the case of repeated or substantially implausible intermediate times or arrears in payments.

In addition, the General Terms & Conditions of Participation of SCC EVENTS GmbH apply directly and accordingly.

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