

**General Terms and Conditions  
for Participation in running events of the TEAMCHALLENGE GmbH –  
Challenge Women Roth**

**§ 1 Scope and Validity**

(1) The current valid version of these General Terms and Conditions (hereinafter "T&Cs") shall apply for all running events (hereinafter "events") carried out by TEAMCHALLENGE GmbH, Otto-Schrimppff, 91154 Roth, Germany (hereinafter the "Organiser") and shall govern the legal relationship between the participants of the events and the Organiser.

(2) Any statements a participant may wish to make to the Organiser should be directed to TEAMCHALLENGE GmbH at the address specified in Para. 1.

**§ 2 Participation Conditions – Safety Measures**

(1) Anyone who meets all the conditions set out by the Organiser in the event announcement for the particular event (age, gender, etc.) shall be eligible. The event descriptions shall be published on the Organiser's website in time for the start of registration for each event. The Organiser reserves the right to announce changes to the original event announcement on the basis of objectively justified grounds, unless these grounds run contrary to the legitimate interests of participants. The Organiser shall undertake to inform participants of any such changes immediately.

(2) Current top athletes are excluded from the rating categories. Top athletes are considered those athletes in particular who have been employed by the national team in the past two years for medium and long distances, duathlons or triathlons. This shall not apply if they have pursued full-time employment during this two-year period. In case of doubt, the organisation shall decide at its own discretion. There shall be no recourse to legal action.

(3) Participation of animals in events and the use of bicycles, electric bikes and wheelchairs are prohibited. Participation using sporting equipment of any kind is not permitted. Sporting equipment carried by participants may be confiscated by the Organiser at any time up until the conclusion of the event. Nordic walking poles used by participants who have officially registered as a "Nordic Walker" and who have placed these at the rear of the starting field for safety reasons are excluded from this. If these instructions are not followed, the Organiser reserves the right to exclude participants from the event.

(4) The Organiser shall notify the participants of all organisational measures to be observed by the participants in good time prior to the start of the particular event. This notification shall be carried out either on the Organiser's website or directly on-site on the day of the particular event.

(5) The Organiser's instructions and those of their appropriately identified staff and security personnel must be obeyed. For any infringements that disrupt the proper running of the event or may threaten the safety of other participants, the Organiser

is entitled to declare the exclusion of the offending participant from the event at any time and/or the exclusion of the participant from the timed rankings (disqualification).

(6) Legally binding declarations may only be issued to participants by those persons authorised by the Organiser for this purpose. In particular, this group of persons shall include the on-site event management and the members of the organisation supervising medical services, who may also deny participation or continued participation in the event for the protection of the participant in the event of related health indications.

### **§ 3 Registration – Entry Fee – Payment – Refund**

(1) Registration for the event is carried out through an online registration form on the website of the respective event. Registrations received by fax, phone, "electronic mail" (email) or in writing (by post) will not be accepted. Registration may also be carried out by the registrant by proxy and with the appropriate authority to register all participants listed in the registration form (team); the registrant shall be responsible for their contractual obligations, as he or she is for his or her own contractual obligations. Upon registration, the participant accepts the T&Cs for him/herself and – if registering a team – for the entire team.

(2) Payments may be made only by means of a one-time direct debit authorisation or by credit card.

(3) If the maximum number of participants has not yet been reached and if the organisational conditions permit, the Organiser may also offer registration in exchange for cash payment on the day of the event.

(4) The right to participate is strictly personal and is not transferable. Race numbers and personalised course materials are not transferable.

(5) If a registered participant does not line up at the starting line without providing any justification for this, or if he or she informs the Organiser in advance that they will not be participating, the participant shall not be entitled to a refund of the entry fee.

(6) If the participant is unable to participate, an alternate participant may be named. Shirt & goody bag can be picked up on site, even with non-attendance. Cancellation for an entire team is not possible.

(7) It falls to the Organiser to limit the number of participants at any time, the notification of which shall be carried out with the announcement of the respective run or at a later date. Applications exceeding the limit will not be accepted.

(8) A refund by the Organiser of an entry fee that has already been paid is only considered in the event of the complete and definitive cancellation of the event. If the cancellation is not within the organizer's responsibility (e.g. acts of god, epidemics, pandemics, or further hazardous situations for the athletes, spectators and volunteers (for example extreme weather conditions, terrorism, e.g.)),

participants are not entitled to a refund of the entry fee or other costs. This shall also apply to weather- related cancellations/postponements in particular.

#### **§ 4 Exclusion of Liability**

(1) In general, events take place in all weather conditions. However, if it is necessary for the Organiser to call off or make changes to the execution of the event due to force majeure, relevant official orders or for safety reasons, the Organiser shall not be held liable by participants for damages unless an event is called off due to gross negligence or wilful intent attributable to the Organiser. The same shall apply for the cancellation of an event.

(2) The Organiser is not least indemnified against property or pecuniary damage caused by gross negligence; excluded from this limitation of liability are damages attributable to the culpable breach of a contractual obligation by the Organiser and personal injuries that are culpably caused (injury to the life, body or health of a participant). The above limitations shall also extend to the personal liability of employees, representatives, agents and third parties employed by the Organiser in connection with the execution of the event or contractually bound to the Organiser for this purpose.

(3) The Organiser accepts no liability for the health risks of participants associated with their participation in events. It falls to the participant to evaluate their own health in advance and especially to take note of the health notices included on the Organiser's website and in the event announcement. Participation is undertaken at the participant's own risk. The Organiser shall not be liable for injuries caused by other participants or outside parties.

(4) The Organiser shall accept no responsibility for the stored property of participants; the Organiser's liability due to grossly negligent selection shall remain unaffected.

(5) Services by partners of TEAMCHALLENGE GmbH (commercial third parties) a. The performance of services by partners of TEAMCHALLENGE GmbH falls solely to the partners (organisers of services) of TEAMCHALLENGE GmbH. TEAMCHALLENGE GmbH only acts as an intermediary between the customer and the partner, and excludes all liability. The services of TEAMCHALLENGE GmbH are limited to collecting and describing offers of services and conveying these offers. Upon receiving the service, you are entitled to make your own decision regarding certain available locations (if these places are displayed at the entrance) and to specify an appointment for the performance of these services (if this has not been fixed in advance). It is for this purpose that we provide you with the contact information for relevant partners or sub-agents in the course of the payment process, allowing you to schedule their services directly with them.

b. The agreement regarding the booking and performance of the particular service is concluded directly between yourself and the relevant partner. TEAMCHALLENGE GmbH has no duty to provide indemnification for the fulfilment of the booked service as such. TEAM CHALLENGE GmbH solely acts as an agent for the services indicated on this website.

c. For the performance of tenders, the terms and conditions of the respective partner shall apply. Important information contained therein (e.g. exclusion criteria, dates, locations) can be found in our descriptions of the services offered.

## **§ 5 Data Collection and Use**

(1) Personal information is information that can be used to determine the identity of participants. This includes information such as the correct name of the participant, address and date of birth.

(2) The personal data provided by participants at registration will be stored and processed for the purpose of executing and managing events, including for the purpose of providing medical care to participants on the course and at the finish line by the medical services organisation serving the event. This is especially true for the data necessary to process payments (Section 28 of the Federal Data Protection Act [*Bundesdatenschutzgesetz*]). Upon registration, the participant agrees to their data being stored for this purpose.

(3) Photographs, film footage and participant interviews conducted with participants, teams and partners in connection with participation in the event may be distributed and published by the Organiser and the partners (sponsors) of the event without the right to compensation for use in press releases, PR, advertising and commercial purposes.

(4) The personal data stored in accordance with Para. 1 shall be transferred to a commercial service provider in order to make the finish line videos available to participants (hereinafter "finish line video service"). Upon registration, the participant agrees to their data being stored and passed on for this purpose. However, the participant does not indicate that they would like to purchase any such video in doing so. The finish line video service is available to newsletter subscribers, and requires the provision of personal information. By providing this information, the participant entitles TEAMCHALLENGE GmbH to include the participant in the electronic newsletter mailing list and to contact them by email. The newsletter is free and subscription can be cancelled at any time.

(5) The personal data stored in accordance with Para. 1 shall be passed on to a commercial third party for organisational purposes, in particular the timing and compilation of the lists of results as well as placing these lists on the websites of both the third party and the Organiser. Upon registration, the participant agrees to their data being stored and passed on for this purpose.

(6) The participant's surname, first name, date of birth, sex, team name, race number, results (placement and times), etc. will be reprinted or published in race lists and results lists in all relevant media accompanying the event (printed materials such as the programme and results booklet, website, the Organiser's social media account and online newsletter, as well as those of the third parties specified under Item 5). Upon registration, the participant agrees to their personal data being stored and used for this purpose.

(7) The personal data stored in accordance with Para. 1 is used by the Organiser for internal market research purposes. Upon registration, the participant agrees to their data being stored and used for this purpose.

(8) The participant receives all event-related information via the email newsletter. Upon registration, the participant agrees to their email address being stored and used for this purpose. This also includes information provided by the event partners. All participants may unsubscribe from the event newsletter and from information from partners at any time.

## **§ 6 Image and Audio Rights**

(1) Upon registration, the participant transfers the rights to the organiser and the organising agency fiedler & peter concepts GmbH and gives them his admission to disseminate and publish his name as well as photos, film recordings or other image or audio recordings and copies thereof, as well as interviews of the participant that have been made by the organiser, by third parties engaged by the organiser or by the media in connection with his participation in the event, in the form of videos, CDs, DVDs, broadcasts, telecasts, podcasts, webcasts, recordings, films, advertisements and advertising materials, without any limitation and without any claim for remuneration on the part of the participant.

(2) All image and audio rights of the event (rights to use and exploit images and audio recordings without any limitation regarding time, place or content, including the right of public reproduction in whole or in parts) shall exclusively be owned by the organizer.

## **§ 7 Recording of Times, Behaviours Contrary to Rules**

(1) If the participant wishes to participate at the event with time keeping, a MikaTag can be booked by MikaTiming. The MikaTag is attached to the respective starting number. A fee of 3.00 euros will be charged for this. If a MikaTag is issued for participation in the event, its functionality has been checked prior to it being issued to the participant. A warranty and/or liability by the Organiser for chip defects that arise after it has been issued shall be excluded.

(2) If a MikaTag and race number are used at the event, these must be worn in accordance with the requirements set out by the Organiser. If the race number has been forgotten, lost or was not worn, there shall be no right to participate. (3) The MikaTag does not have to be returned.

## **§ 8 Final Provisions**

(1) Should any provision of these General T&Cs be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. In place of the wholly or partially invalid or unenforceable provision, the contracting parties shall undertake to agree upon a valid or enforceable provision such that most closely approximates the object and purpose originally sought by the wholly or partially

invalid or unenforceable provision. The headings serve a purely explanatory purpose and are not binding.

(2) No additional verbal agreements have been made. Changes to this Agreement must be in writing unless a more stringent form is required by law.

(3) To the extent legally permissible, the court of jurisdiction for all disputes arising from this Agreement is Munich.

(4) Unless otherwise provided by mandatory statutory provisions, only German law shall apply.

(5) These terms and conditions for participation come into effect on 9 April 2020 and shall apply indefinitely until a new version is issued.

(current state: 20<sup>th</sup> of August, 2021).