

# Terms & Conditions

## General Terms & Conditions for participation in SCC EVENTS sports events

The following English version of the General Terms & Conditions 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

### § 1 Area of Application – Validity

(1) All SCC EVENTS running events – provided that a participant is competing with a start pass from a member club of the German Athletics Association (DLV) – are held in conformity with the International Rules of Competition (IWB) as applied by the German Athletics Association (DLV) and the IAAF under supervision by the Berlin and Brandenburg Athletics Association. For participants who are not members of a club organised in the DLV and who have no start pass, the events are carried out in accordance with the aforementioned rules.

The *Deutscher Rollsport- und InlineVerband e.V.* (DRIV) regulations apply to all inline skating events. All SCC EVENTS 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-BraunStr./Adlerplatz, 14053 Berlin (hereafter referred to as “SCC EVENTS GmbH”) with the realisation 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.

(2) These terms of participation regulate the legal relationship (organisational

contract), which is reached between the participant and the promoter. They are subject to occasional changes in content. The terms, which are valid at the time of the participant’s registration, become part of the contract between the organiser and the participant. Any alterations to the contract, which take the justified interest of the participants 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 to the promoter are to be addressed to SCC EVENTS GmbH.

### § 2 Terms of participation – Safety regulations

(1) Anyone who has reached the age specified in the respective event invitation and is not subject to a start ban is entitled to start. The only pieces of non-running equipment allowed for use are push rim racing wheelchairs, hand cycles, and inline skates or roller skates. The participant must start in person and be able to master the course on his own.

(2) Participants shall be informed of any organisational measures necessary before the event begins. Participants are to comply with all the instructions given by the promoter and any event personnel, who will be clearly identified as such. The promoter 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 participants by persons authorised by the organiser. Included in this group of authorised persons are the members of

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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 – Registration fee – Terms of payment – Refund**

**(1)** Registrations may be submitted by mail, by completing the appropriate registration form that can be obtained from SCC EVENTS GmbH, or (for selected events) through online registration with the corresponding web form on the Internet. Registrations sent by fax or any other registrations sent via electronic mail will not be accepted.

**(2)** Payments can be made by one-time SEPA direct-debit mandate or by credit card. Only VISA and Euro/MasterCard credit cards will be accepted for payment by credit card. Registrations submitted without a simultaneous credit entry or payment of the registration fee will fundamentally not be accepted. Cash payments will be accepted for registration in person at the SCC EVENTS office during normal office hours.

**(3)** The organiser will send a start pass after receipt of the registration and receipt of the participation fee charged to cover the organisational effort about 14 days before the respective event by assigning a provisional start number to the participant. The start number must be picked up in person by presenting a valid photo ID. The organiser reserves the right to disqualify a participant at any time and / or to exclude him from the event or to impose a start ban if he either culpably misrepresents personal data at the time of his registration, which is relevant to his athletic performance

according to the above sporting regulations, or who has been banned by the DLV or IAAF or if there is a suspicion that the participant is competing after taking unauthorized substances (doping).

**(4)** The right to participate is highly individual and non-transferable. Race numbers are non-transferable.

**(5)** If a registered participant does not participate without reasons, or if he declares his non-participation in advance vis-à-vis the organiser or is disqualified, there is no entitlement to repayment or reimbursement of the participant's contribution. If the participant is entitled to a statutory right of withdrawal, only a partial reimbursement will take place in the amount of the difference remaining after deducting the proportionate expenses incurred by the organiser and already incurred by the organiser; in this case, the participant reserves the right to prove that this proportional expense was lower.

**(6)** If a registered participant is advised not to participate in the event based upon the results of a free sports medicine special check-up offered within the framework of the BERLIN MARATHON or the Berlin Half Marathon and the participant consents that his medical data be processed anonymously for sport-medicinal purposes, in exchange for the submission of his confirmation of registration or race number, a voucher for a partial amount of the registration fee will be provided for use by said participant at the same event in the following year, if he thus agrees not to participate in accordance with the medical report.

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**(7)** The registration fee will otherwise only be reimbursed if the entire event is cancelled. If the promoter is not responsible for the cancellation of the event, there will only be a partial refund, equalling the remaining difference of the organisational fee after subtracting the proportional costs for the participant that have been accrued by the promoter; nevertheless, the participant has the right to supply evidence that the proportional costs were less.

**(8)** The promoter sets an organisational limit (number of participants and/or latest registration deadline), which is specified in the race invitation or is subsequently set by the promoter. Registrations submitted after this limit is reached will not be accepted.

**(9)** Registered participants are permitted to change disciplines within the same event (e.g. change from a longer or shorter distance), if the limit has not been reached and the municipality allows, it for a fee. If there is a higher fee for the new discipline, the difference at the time of the change is to be paid; if the fee for the new discipline is lower, there is no change in payment. In addition, a special change fee of 5 Euros will be charged for every change.

## § 4 Liability waiver

**(1)** The promoter reserves the right to change the scheduled programme or to cancel the event due to force majeure, for safety considerations, or if required to do so by official orders. In such cases, the promoter shall not be liable to provide a refund or compensate participants for any losses incurred.

**(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)** 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 to check his state of health prior to the race, and to read all health information provided by the promoter, especially that provided on the promoter's website.

**(4)** The organiser does not accept any liability for objects of 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.

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**(5)** The payment for personal medical services, if necessary, vis-à-vis the event organiser, is to be covered by the participant. The event organiser does not carry any insurance to cover medical treatment. It is the responsibility of the participant to have sufficient 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).

## **§ 5 Data collection and processing**

**(1)** The personal data submitted on the registration form by 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. This data is essential for the organisation of the event. In addition, the personal race results are stored, processed and publicised to create a database of results (also historical), which also allows for the printing of personalized result certificates. By registering, the participant consents to the storage, processing and use of the data for these purposes. With regard to inclusion in the results database, the participant is entitled to a right of withdrawal for the future.

For more information, see the Privacy Policy on the SCC EVENTS website.

**(2)** The participant agrees (only revocable with effect for the future) 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; especially 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 participant waives the right to be named.

**(3)** The personal data stored in accordance with Para. 1 will include the first and last name, date of birth, e-mail address if applicable, as well as the race number assigned to the respective event and, if applicable, the achieved finish time, for the purpose of sending photos or videos of the participant during the event, to a commercial photo and / or video service provider. By registering, the participant agrees to a storage and forwarding of the data for this purpose. However, the participant does not declare at the same time any intent to purchase such photos or videos.

**(4)** Of the personal data stored in accordance with Para. 1, the first and last name, date of birth, gender, address, as well as the start number assigned to the respective event and the achieved finish time and placement of the participant during the event are forwarded to a print and mailing service provider for the purpose of sending certificates and impressions of the event (when this service is offered). By registering, the participant agrees to the storage and forwarding of the data for this purpose.

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(5) Of the personal data stored in accordance with Para. 1, the first and last name, as well as the start number assigned to the respective event and the achieved finish time of the participant for the event will be forwarded to an engraving service provider for the purpose of medal engraving, if offered. By registering, the participant agrees to the storage and forwarding of the data for this purpose.

(6) The first and last name, year of birth, nationality, gender, club, start number and result (placement and times) of the participant will be published in the presentation of result lists in all relevant media accompanying the event (printed matter such as programmes and result booklets, as well as on the Internet). By registering, the participant consents to the storage, publication and use of personal data for this purpose.

## **§ 6 Data protection consent regarding participation in the BERLIN MARATHON only**

### **Data protection consent regarding participation in the BERLIN MARATHON only**

I consent that my details [first and last name, nationality, year of birth, e-mail address, overall and age-group results for the race] may be transferred to Abbott World Marathon Majors Ltd. (USA) to be used to establish eligibility for the Abbott World Marathon Majors (AWMM), AWMM age-group championship and presentation of the AWMM Star Finishers at [www.worldmarathonmajors.com](http://www.worldmarathonmajors.com), where they may be processed and published.

**(2) I may revoke my consent in writing via fax or e-mail to [code@scc-events.com](mailto:code@scc-events.com) at any time with effect for the future to SCC EVENTS GmbH.**

## **§ 7 Timekeeping with the “ChampionChip”**

For all events organised by SCC EVENTS, timekeeping will be done exclusively using the ChampionChip (distributed by SCC EVENTS GmbH and others or directly from Mika timing GmbH, Kürtener Strasse 11b, 51465 Bergisch Gladbach, [www.mikatiming.de](http://www.mikatiming.de)). It is fundamentally forbidden for a participant to take part in these events without a ChampionChip that is registered in the name of the participant.

## **§ 8 Right of Withdrawal**

Unless otherwise agreed in these terms of participation, the provisions of law regarding withdrawal and cancellation shall apply. For contracts concluded off-site of the business premises of the promoter and for distance selling contracts for tickets, no right of withdrawal shall apply, according to § 312g Para. 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; in any case, the participant will be eliminated from the timekeeping results (disqualified).

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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. Otherwise, the rules of national and international sports law as well as § 3 (5) of these General Conditions of Participation apply accordingly.

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