

General Terms and Conditions

§ 1 General

(1) These general event conditions (**T&C**) apply with regard to all the cycling events ("**event**") carried out by Delius Klasing Verlags GmbH ("**organizer**"), in particular the BIKE Festival Garda Trentino powered by FSA.

(2) With their inclusion via registration on the event website the T&C regulate the contractual relationship between the contracting party and the organizer ("**participation agreement**"). The "**contracting party**" and therefore the organizer's contracting party and entitled to assert a claim against the organizer is exclusively the party that obtains the event services via the respective event website; this applies explicitly even if the event services include entitlements to participate or other services in favour of third parties.

(3) An essential component of the participation agreement are the regulations ("**regulations**") applicable for the respective event and accessible on the website. The contracting party hereby assures that he has read the regulation in force in each case and in the event of obtaining event services for third parties he has brought them to the attention of the individuals concerned in advance.

(4) The contracting party acknowledges that a mandatory requirement for participation in the organiser's events is to submit a valid liability statement for the respective event that is available (unaltered) on the respective event website, including acknowledgment of the respective applicable regulation contained therein. The contracting party shall ensure that the organiser has originals of the participation agreement signed by all those individuals for whom the contracting party obtains event services under the participation agreement no later than when accredited. **Individuals who have not submitted a declaration of liability will not be admitted to the event without the contracting party accruing any rights from this.**

(5) The contracting party guarantees that the details of individuals he has provided in the registration process are correct and complete and the individuals concerned are entitled to participate as defined in the respective regulation.

§ 2 Event services

(1) By registering on the respective event website, i.e. concluding the participation agreement, the contracting party acquires for all the individuals named on the registration form the right to participate in the event in accordance with the current T&C and the applicable regulation provided the appropriate declarations of liability have been submitted.

(2) The respective event services are described on the relevant event site. After registering on the event website the contracting party receives a confirmation of registration, in which all the booked event services are summarized again.

(3) The events in question are open-air events, which are exposed to the elements (weather conditions, etc.). The contracting party acknowledges that the organizer cannot always influence circumstances locally and the organizer reserves the right to make adjustments to the contractual services for legitimate reasons (e.g. routing) while taking account of participants' interests in the best possible way.

(4) The event services are not transferable. The only individuals entitled to participate are those named on the registration form. The exception to this is the single substitution of one (1) participant based on a written application, by the contracting party by presenting a doctor's certificate. Only the start eligibility is transferred. The person who replaces the participant is obliged to sign the declaration of liability. A reimbursement of the already paid attendance fee does not occur. Any compensation of the attendance fee only occurs between the former and the replacing participant referred to the written application. An already transferred grid cannot be passed on once again. With regard to such a single substitution, it comes to a substitution fee of 10 euros up to and including 24 April 2018. From 25 April 2018 onwards (until on-site in Riva del Garda including), this substitution fee comes to 20 euros.

(5) The event documents are handed over only on presentation of a participation certificate (see § 3 (5), the signed declaration of liability and an ID card or passport. If it is not possible to pick up the event documents personally; these may be only handed over to someone with authorization in writing. The event documents will not be shipped.

§ 3 Services provided in return – payment terms – confirmation of participation

(1) For the event services the contracting party pays for the service specified as part of the registration process (“**attendance fee**”). This also applies explicitly to attendance fees the contracting party obtains for the third parties referred to in the registration.

(2) The attendance fees are quoted inclusive of statutory VAT.

(3) The payment of the attendance fee is made by contracting parties with a German bank account via SEPA Direct Debit scheme or by credit card. The organizer will announce the according SEPA Direct Debit early enough (so-called pre-notification). The fixed time for the pre-notification is reduced to two calendar days before due date and direct debit order. The contracting party is obliged to ensure there is sufficient cover on the specified accounts. If the payment by credit card is agreed with the contracting party, the full amount of attendance fees is due within 2 weeks after receiving the confirmation of registration (which is automatically generated after the conclusion of the registration). If payment is made by credit card, there is a one-time fee of 5€. The contracting party bears the fees and processing charges for reversal of a direct debit for payments due of at least 20€, as long as the reversal is due to reasons for which the contracting party is responsible. The organizer is free to show evidence of higher costs, the client to show evidence of lower costs of the reversal. If the contracting party’s consent to a direct debit is revoked, the organizer charges a reasonable processing fee for administrative handling.

(4) Contracting parties with a foreign bank account must transfer the attendance fees to the organizer’s account or pay them by credit card. The attendance fees shall be due for payment in full by the contracting party within two weeks of receiving the registration confirmation automatically generated on completion of registration. If payment is made by credit card, there is a one-time fee of 5€. If the contracting party’s attendance fees are not (completely or partly) paid into the organizer’s account on time, the organizer – irrespective of other rights – is entitled to rescind the participation contract. In this case a flat compensation rate of 10€ per participant will be charged.

(5) Once all the attendance fees have been paid, the contracting party receives confirmation from the organizer for each individual he has registered. The confirmation serves as proof that the organizer has received the attendance fees in full. The confirmation shall be submitted for accreditation at the event venue. **Without the confirmation individuals will not be admitted to the event without the contracting party accruing any rights from this.**

§ 4 Cancellation - refund

(1) The contracting party is entitled to rescind the participation contract (“**cancellation**”). A cancellation may only be made in writing. In case of cancellation by the contracting party, the following cancellation terms apply:

- With a cancellation up to and including Jan. 31st of 2018 the organizer shall refund 90% of the attendance fees.
- With a cancellation from Feb. 1st of 2018 up to and including April 1st of 2018 the organizer shall refund 50% of the attendance fees.
- From April 2nd of 2018 onwards, a cancellation is still possible, but the participant will not get back the charges.

(2) The refund of the aforementioned sums to be reimbursed occurs within 30 days of the organizer receiving the cancellation notice.

§ 5 Force majeure

(1) If the event or individual stages are cancelled or abandoned due to force majeure (e.g. bad weather), reasons for which the organizer is not responsible, the organizer shall be released from his obligations and the organizer is not liable for damages that the contracting party or participants incur for this reason (e.g. travel and accommodation costs).

(2) If the event or individual stages are changed in venue and/or timing due to force majeure (e.g. bad weather), for which the organizer is not responsible, the organizer shall be released from his obligations and the organizer is not liable for damages that the contracting party or participants incur for this reason (e.g. travel and accommodation costs).

(3) A refund of attendance fees in the aforementioned cases described in § 5 (1) and (2) is excluded. With a change in venue and/or time the contracting party and the participants are entitled to attend the rescheduled event.

§ 6 Data collection and use

Careful handling of personal information is very important to the organizer. When processing the participants' personal data, the organizer complies with the statutory provisions and protects their identity and privacy. When registering for and using the services provided by the organizer, personal data may be collected, processed or used. The following provides information to the contracting party of how his data are dealt with. The contracting party may print out or save this document by using the standard features of his browser (usually File / Save as).

(1) General

a. Agency responsible

The agency responsible for collecting, processing and using your personal data as defined in § 3 *Bundesdatenschutzgesetz* (Federal Data Protection Act) is Delius Klasing Verlag GmbH, Siekerwall 21, D-33602 Bielefeld.

b. Right of objection

If a participant wishes to object to the collection, processing and use of your data by the organizer in accordance with this data privacy provision overall or for individual acts, he may send his objection by email, fax or letter to the following: Ley Events GmbH, Johnsallee 62, 20148 Hamburg, info@ley-events.de, Fax: +49 (0)40 3197929-27

(2) Collection, processing and use of personal data

As part of the registration process and when using the website, the collection, processing and use of personal data may occur.

a. Personal data

Personal data are details of factual or personal circumstances for a specific or identifiable natural person. These especially include information that enables conclusions about the identity of participants, such as their names, phone numbers, addresses or email addresses. Statistical data that the organizer collects on a visit to his website, for example, and which cannot be associated directly with the contracting party as an individual, do not fall under this definition of personal data.

b. Collection, processing and use of your personal data

The protection of your data is a chief concern for the organizer. The participants' personal data are only disclosed or otherwise communicated to third parties if this is required for the purpose of fulfilling the contract or billing or to which you have given your prior consent. The data disclosed in this way may only be used by our service providers to fulfil their tasks. Any other use of the information is not permitted and does not occur among any of our entrusted service providers.

(aa) Registration

The personal data provided by the contracting party at registration are saved and processed only for the purposes of implementing and executing the event. This applies especially to the data required to confirm the identity, process payments and for medical treatment for participants (§ 28 *BundesdatenschutzG*). When registering, the contracting party consents to have his data stored for this purpose. The contracting party also declares that he agrees to have his collected personal data used for the organizer's internal market research purposes.

(bb) Disclosure of data to third parties

Disclosure of collected data to third parties occurs only if this is required and legally permissible under the contract terms or the contract arrangement between the contracting parties or the contracting party has explicitly consented to a transfer of data. Otherwise the contracting party's data are not disclosed to third parties. The contracting party hereby agrees that

- The collected personal data may be disclosed to third parties for the purpose of clocking times, producing lists of results and placing these lists on the Internet;
- His surname, first name, year of birth, residence, start number and results (places and times) are published in all the event-relevant print media (participant list, list of results, etc.) and in all the electronic media such as the Internet (e.g. social media, online newsletters)

c. Deletion of data

Deletion of participants' personal data takes place if a right to deletion has been asserted and legal storage requirements do not preclude it as well as if the data are no longer required to fulfil the purpose associated with their storage or if storing them is not permissible for any other legal reasons.

(3) Consent of participants to the collection, use and release of data

The contracting party shall ensure that any individuals he has registered have been informed about the regulations in this § 6 and that they have given their approval to the aforementioned terms. The contracting party indemnifies the organizer upon first demand as free from all claims by the individuals registered by him based on the aforementioned terms and shall bear all the costs thus incurred (including the legal defence costs).

§ 7 The organizer's liability

(1) The organizer's liability is limited as follows:

a. The organizer's liability for damages arising from injury to life, limb or health, which is based on the negligent or wilful breach of duty by the organizer or one of the organizer's lawful representatives or agents, is unlimited in terms of cause and amount.

b. For other damages that are based on the wilful or grossly negligent breach of duty by the organizer or one of the organizer's lawful representatives or agents, the organizer's liability is also unlimited in terms of cause and amount.

c. The organizer has no liability for damages that are based on negligent breach of duty by the organizer or one of the organizer's lawful representatives or agents unless it involves damages arising from the breach of cardinal obligations. Liability for damages arising from the breach of cardinal obligations is, however, limited to the replacement value of the foreseeable and contract-typical damage in terms of the amount when the contract was signed. "**Cardinal obligations**" are those whose fulfilment enables the contract to be properly executed in the first place and on compliance with which I can normally rely.

(2) The contracting party is hereby explicitly reminded once again that the organizer and/or his lawful representatives or agents are not liable for damages for which they are not responsible. This applies, for example, to damages that are caused by malpractice/riding errors of other riders or the fact that participants have been prevented in whole or in part from attending due to legal provisions and/or government directives.

(3) This liability limitation also applies expressly to lost valuables, items of clothing and pieces of equipment and damage to bicycles that occur while being transported back.

§ 8 Miscellaneous

(1) Verbal side agreements have not been made in this matter. Additions and amendments to the agreement must be in writing to be valid (not email). The same applies to waiving or modifying the aforementioned written form.

(2) If individual provisions of this participation agreement should be or become invalid or should there be a loophole requiring regulation, the participation agreement is otherwise valid. The parties shall conduct negotiations in good faith to replace the invalid or missing provision with a valid one that comes closest to the parties' documented business intention.

(3) This agreement is subject exclusively to German law.

Status: 29.11.2017

