

Terms and Conditions

General Terms and Conditions of participation for sports events organised by SCC EVENTS

The following English version of the general terms and conditions is provided solely as a translation. 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 in a member club of the DLV and who do not have a start pass, the events are conducted according to the above regulations. The *Deutscher Rollsport- und Inline-Verband 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-Braun-Str./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 (organisation 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 is eligible to compete who fulfils the age requirements as set in the respective invitation for each event. The only non-running equipment allowed for use are push rim racing wheelchairs, hand cycles, and inlineskates.

(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 to exclude or disqualify any participant whose behaviour is likely to jeopardise the orderly staging of the event or the safety of other participants. The legally binding declaration to the participant can only be pronounced by a qualified group of persons determined by the promoter. 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 – Registration fee – Terms of payment – Refund

(1) Registration may be submitted by mail, in 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.

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For certain events, registration is also possible on race day with cash payment.

(3) For the following events, the BERLIN MARATHON and the BERLIN HALF MARATHON, the promoter will issue the participant a start pass and allocate the participant a provisional race number via the SCC EVENTS GmbH after receipt of the entry form and the registration fee, which covers the costs of organisation. The race number must be picked up in person with the presentation of valid personal ID. The promoter reserves the right to disqualify or exclude any participant from competition who supplies culpable incorrect personal data on the entry form which is relevant for the valuation of his athletic performance according to the above mentioned athletic rules, or who has been banned from competition under DLV or IAAF jurisdiction, or who is suspected of having taken banned substances (doping).

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

(5) A registered participant who does not enter the race, regardless of whether or not he declares his withdrawal to the promoter in advance of the race, may not claim refund of the organisational fee. This is also fundamentally true for the justified withdrawal of a participant from the race; in this case, a partial refund is possible, which reflects the expenses already accrued by the promoter. The participant has the right to supply evidence that the expenses that would have been accrued by the promoter would have been less than the organisational fees paid.

(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 at the "BERLIN VITAL EXPO" 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. The participant has the right to supply evidence of lesser costs as stated in Para. (5).

(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 (eg. 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 Acts of God, for safety considerations, or if required to do so by official orders. In such cases, the promoter shall not be liable to 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

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the event or who are bound by contract to them for this purpose.

(3) The promoter shall not be liable for health risks of the participant in connection to the 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 promoter shall not be liable for participants' belongings that are kept by third parties authorised by the promoter; the liability of the promoter for gross encumbrance in the selection of the third parties remains untouched, however.

(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 (§ 28, Federal Data Protection Law). Furthermore, the storage and publishing of the personal results will be carried out for the preparation of a – also historical - results database. By registering, the participant consents to the storage of such data for these purposes.

(2) The photos, film footage, and interviews gathered within the framework of the event for radio, television, print media, Internet, books, copies (i.e. analogue or digital film, digital media, etc.) may be distributed and published by the event organisers without any responsibility for reimbursement as long as they adhere to any legal regulations (especially the German Art Copyright Act).

(3) The participant consents that the personal contact data collected according to Para. (1) may be passed on to a commercial imaging company for the purpose of mailing out photographs of the participant taken along the course and at the finish of the race. By registering, the participant consents to the storage and transmission of such data for this purpose. This agreement does not imply that the participant intends to buy any such photograph.

(4) The personal contact data collected according to Para. (1) will be conveyed to a commercial third party (currently Mika timing GmbH, Kürtener Strasse 11b, 51465 Bergisch Gladbach, www.mikaitiming.de) for the purpose of verifying the registration of the ChampionChip (cf. § 6 Para. (1)) and for timekeeping if the ChampionChip is utilised for timekeeping for the race, as well as to other third parties for the generation of the lists of results and the publication of the results on the internet. By registering, the participant consents to the storage and transmission of such data for these purposes.

(5) The last name, first name, year of birth, nationality, city, gender, club membership (if existent), race number, and result (ranking and time) of the participant will be printed and/or published for the starter lists and lists of results in all relevant event-related media (printed materials such as programme and list of results, as well as on the internet). By registering, the participant consents to the storage and usage of such data for this purpose. The promoter will take measures to restrict the data to a limited circle and as much as possible will not make it accessible online without authentication.

(6) In the case that the participant receives medical care from the event's medical team within the framework of the event, the participant consents that his personal contact data collected

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according to Para. (1) and possibly additional information may be submitted in anonymous form to the Medical Board of the SCC EVENTS GmbH for scientific analysis with the aim of improving the health aspects of running events. By registering, the participant consents to the storage and transmission of the data named in Para. (1) for this purpose. The individual patient/physician professional confidentiality (203 StGB) remains unaffected by this allowance.

(7) Participants who object to the distribution of their personal data as described in Para. (3), (4), and (5) may notify the promoter to this effect by fax or email to code@scc-events.com.

§ 6 Declaration of consent regarding data privacy

(1) I hereby give permission for my data [Last Name, First Name, Nationality, Year of Birth, Email Address, Overall and Age-Group Results from the race] to be transferred to and processed by Abbott World Marathon Majors Ltd. (USA) for the purpose of possible participation in the Abbott World Marathon Majors (AWMM) rankings, the AWMM Age-Group Championships, as well as for the presentation of the AWMM Star Finishers on the www.worldmarathonmajors.com.

(2) I may retract my permission at any time for future effectivity vis-à-vis SCC EVENTS GmbH per fax or email (code@scc-events.com).

§ 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). 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 Proviso of Retraction of the confirmation of registration for want of a ChampionChip for select events

Each participant in any of the events organised by SCC EVENTS must register his/her ChampionChip three weeks before the date of the respective event at the latest. In the case of failure to meet this deadline, the organiser has the right to retract the confirmation of registration; if the organiser confirms the registration before the ChampionChip has been registered, the organiser will explicitly point out the deadline for registering the ChampionChip and the possibility of a retraction of the registration confirmation. The participant must be notified of the retraction within one week of the end of the deadline. The retraction of the registration confirmation may be declared on the day of the race if the participant does not purchase a single-use ChampionChip at the race number distribution. In all cases of retraction according to the aforesaid regulations, the participant will be excluded from participating in the event, and the registration fees already paid by the participant are subject to the conditions listed in § 3 Para. (5).

§ 9 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).

§ 10 Disqualification and exclusion from the event

If the official race number is passed on to a different participant or altered in any manner, particularly by folding or covering a sponsor's message or logo, the participant can be barred from participation; in any rate, the participant will be excluded from the official results list (disqualification). A disqualification may also occur in case of gross unsportsmanlike conduct or repeated or substantially implausible timekeeping results. In all other respects, the relevant rules of the national and international sport associations and the terms in § 3 Para. (5) of these General Terms and Conditions of Participation shall apply.

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