

## CONDITIONS OF PARTICIPATION

### General Terms and Conditions for Participation in SCC EVENTS Sports Events

The following English version of the General Terms & Conditions for 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.

#### PREAMBLE

These terms and conditions apply to the participation in all sports events organised and conducted by SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Strasse/Adlerplatz, 14053 Berlin (hereinafter: "SCC EVENTS GmbH", "we" or "us").

SCC EVENTS GmbH is commissioned by Sport Club Charlottenburg e.V., Waldschulallee 34, 14055 Berlin (AG Charlottenburg VReg.-Nr. 366Nz), which is the organiser of the sporting events, to organise and carry out the sporting events. We are authorised and commissioned to carry out the sports events and to conclude contracts with the participants in our own name. All declarations by participants must be addressed to us.

#### § 1 Scope of Application

The terms and conditions of participation in the version valid at the time of registration are an integral part of the contract between SCC EVENTS GmbH and the participants. The respective current conditions of participation are available at <https://login.scc-events.com/s/terms-participation>.

#### § 2 Conditions of Participation, Admissions, Association Regulations, Sports Equipment, Timekeeping

##### 2.1 Personal requirement; PAPS test

Anyone who has reached the age prescribed in the respective event announcement, has successfully registered in accordance with the regulations [<https://login.scc-events.com/s/terms-conditions>] and is not subject to a ban on starting is eligible to start.

Participants must start in person and be able to cover the distance under their own efforts. By registering, participants confirm that they meet the health requirements for participation, that they are able to cover the distance in the maximum time communicated and that they have obtained medical advice in case of doubt. On the day of the event, the participant(s) will only compete if he/she is in good health and is in sufficient training condition and will stop the race immediately if there are signs of weakness and/or indisposition.

We strongly recommend that participants take the PAPS Test (= Personal, Activity and Prevention Screening Test) offered by us before the event and to provide us with proof of this. The free test is available at <https://www.paps-test.de/en>.

## 2.2 Chronic illness

Participation with a known chronic illness that requires special care, including medical care, during the sporting event is not permitted. We do not offer special care here. Care by doctors and medical staff of participants is only permitted after prior accreditation by us.

## 2.3 Costs of medical treatment, insurance

Medical services provided on the route, if any, are not to be reimbursed by the participants. Any necessary transport to the hospital and any further treatment there, however, must be covered by the participants themselves. It is the responsibility of the participants to insure themselves sufficiently and, if necessary, to take out a separate (foreign or sports) insurance.

## 2.4 Association regulations

If this is pointed out during registration, our sports events will be carried out according to the applicable national and/or international competition rules and under the supervision of the responsible federation. Further information and an overview of the relevant competition and association rules can be found at

<https://www.scc-events.com/m/corporate/kontakt/agb/verbandsregeln.html>

## 2.5 Sports equipment, aids

Unless explicitly regulated otherwise, neither sports equipment nor other aids are permitted at our sports events. Exceptions are only valid for the sports equipment and aids explicitly listed at individual sports events.

## 2.6 Organisational matters, instructions

Information regarding the organisation and any short notice changes can be found on the respective websites of the sports events. We recommend that participants inform themselves regularly, especially on the day of the event. The instructions of our staff, the marked marshals and the medical service must be followed.

## 2.7 Timekeeping

In the case of sports events with timekeeping, the time is measured by means of a timekeeping transponder specified by us and - if required - provided by us. Further information on the timing transponder used will be provided when registering for the respective sporting event and on the corresponding website. Participation in our sports events without or with a timing transponder not approved by us is not permitted.

## **§ 3 Public Events, Image and Sound Recordings**

### 3.1 Public events

The participants are aware that our sports events are public events. They can be the subject of media coverage both online on the Internet and/or social media and offline in radio, TV and print. Participants must therefore be aware that they can be the subject of image and video coverage. The organiser will also document these events in sound and image (see § 3.2).

### 3.2 Photographs, filming and interviews

Participants may be filmed, photographed and/or interviewed at the sporting events by us or by service providers commissioned by us. We may use the photographs, film recordings and interviews made, free of charge, for documentation and editorial purposes. The participants grant us the exclusive right, unrestricted in terms of time, space and subject matter, to reproduce, distribute and publicly display the photographs and to offer them for retrieval, in particular to use the photographs commercially, also for offline and online advertising purposes and in social networks, in particular in the following manner: magazines, newsletters, posters, photo and video impressions of the event and press releases, etc.

The participants waive their right to be named.

### **§ 4 Violations, Exclusions, Starting Bans**

In case of violation of these conditions of participation and/or in case you do not follow our or our staff's instructions, or the instructions of the appropriately marked marshals and the Medical Service, and there is a risk that the proper execution of the event or the safety and/or health of the participants is endangered, we, our marshals and/or the Medical Service, may exclude and/or disqualify participants from the time classification or the sporting event.

Sanctionable offences include

- Violation of the relevant national and international association rules, according to § 2.4 of these conditions of participation;
- the transfer of the personally allocated race number;
- the fraudulent acquisition and/or alteration of the race number;
- making the advertising print on the race number unrecognisable;
- grossly unsportsmanlike conduct;
- repeated, implausible intermediate times;
- Participation with an unauthorised timing transponder or without a timing transponder (§ 2.7);

Furthermore we reserve the right to issue a starting ban (also for the future). We can issue a starting ban, among other things, in the event of a continued violation of these conditions of participation despite a warning, in the event of payment arrears or to protect the participant from health problems. We will inform the person concerned in writing about a starting ban.

### **§ 5 Registration, Start Card, Race Number**

#### 5.1 Registration

In order to participate in a sports event, participants must register with us via the respective website of the sports event, unless otherwise specified in individual cases. Separate General Terms and Conditions of Business [<https://login.scc-events.com/s/terms-conditions>] apply to registration and registration.

#### 5.2 Distributing the start card, race number

The race numbers must be picked up personally by the participants. In the case of individual sporting events for which participants will receive special notification, race number pickup will be possible only upon presentation of a valid identification document and, if applicable, on presentation of the

start card. A start card will be sent to the participants in a timely manner (usually 14 days before the event), together with a provisional race number. Participants are not entitled to have their race numbers sent to them.

## **§ 6 No-Show, Refund of Participation Fee, Withdrawal**

### **6.1 No-Show**

If participants do not meet their payment obligations despite a reminder with a deadline (in text form) or if participants declare that they do not wish to adhere to the contract for participation in a sports event (e.g. by giving notice of cancellation or withdrawal), or if they cancel their participation in the sports event or do not exercise the right to start - without cancelling - (no-show), we understand this declaration or this conduct - irrespective of whether the participants are entitled to do so - as a final waiver of the right to start and participate in the sports event.

### **6.2 Reimbursement of participation fee**

In case of a no-show according to § 6.1 of these conditions of participation or if participants - for whatever reason - declare not to start, there is no claim for refund or reimbursement of the participation fee. The same applies to exclusion or disqualification of participants according to § 4.

### **6.3 Withdrawal**

If participants have a legal right of withdrawal, the amount paid for participation in the sports event will be refunded.

## **§ 7 Changing Disciplines**

In the event that participants wish to change discipline within the same sports event booked directly with us (e.g. rebooking for longer or shorter distances), we will comply with this request if the capacities allow this and the change is possible for us with reasonable effort. In this case the difference to the participation fee valid at the time of the rebooking is to be paid; in case of rebooking in a cheaper category we will refund the difference to the original participation fee. In addition, we charge a rebooking fee of 5 EUR for each rebooking.

Participants who have registered with a third-party provider must contact their contractual partner directly for a change of discipline.

## **§ 8 Adjustments in the Implementation of the Event**

### **8.1 Content and time adjustments**

In justified exceptional situations, we are entitled and, if necessary, even obliged to postpone, shorten, completely or in part, completely or temporarily interrupt, partially close or cancel the event in terms of time and/or location. A justified exceptional situation justifying such a measure shall be deemed to exist if there are sufficient factual indications that the planned implementation or continuation of the event could lead to a concrete endangerment of life and limb or of property of considerable value. We will notify the participants of such changes - as far as possible - in advance by email and on the website of the respective sporting event.

## 8.2 Obligations to provide evidence

If we are obliged to do so or if we believe that this is necessary for the safe implementation of the event, we may make participation in the event dependent on the submission of medical documents and/or evidence to be specified in more detail or the use of certain technologies (in particular smartphone apps). Such documentation and/or proof shall be appropriate to aid in the reduction of the risk of participants unknowingly spreading the SARS corona virus 2 or a virus comparable thereto during or in connection with participation in the event. Such documentation, to be provided at the expense of the participants, may include: Proof of a negative SARS CoV2 test or sufficient immunisation through SARS CoV2 vaccination and/or having had the infection in SARS CoV2/disease in Covid19. The use of a specific technology (smartphone app) may be required in order to track any chains of infection and enable direct communication with participants.

## **§ 9 Liability, Force Majeure**

### 9.1 Unlimited liability

We are liable for intent and gross negligence. In the case of slight negligence, we are liable for damages resulting from injury to life, body or health of persons.

### 9.2 Limitation of liability

In the case of slight negligence, we shall otherwise only be liable in the event of a breach of an essential contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the participants may regularly rely (cardinal obligation). Liability for slight negligence is limited to the amount of damages foreseeable at the time of conclusion of the contract, the occurrence of which must be typically expected. This limitation of liability also applies to the benefit of the vicarious agents of SCC EVENTS GmbH.

### 9.3 Cancellation, termination, force majeure

If SCC EVENTS GmbH is entitled in cases of force majeure or is obligated due to official orders for which it is not responsible or for safety reasons to make changes in the implementation of the event that make economic implementation impossible or to cancel the event in whole or in part, SCC EVENTS GmbH is not liable for damages to the participants. In such cases, SCC EVENTS GmbH may withdraw starting rights, exclude individual or all participants from SCC sporting events and/or withdraw from the contract. Should SCC EVENTS GmbH be entitled or obligated to reduce the number of participants in cases of force majeure or due to official orders for which it is not responsible or for safety reasons, a raffle will be held for the maximum number of participants as prescribed by the authorities. The affected participants will be informed immediately about a (partial) cancellation. If a sporting event has already begun and has to be cancelled for the above-mentioned reasons, the participants have no right to a refund of the participation fees paid.

Force majeure includes war, war-like conditions, riots, strikes, lawful lockouts, lack of energy or raw materials, revolution, rebellion, military or civil coup, terror, reactor accidents, riots, embargo, epidemics, pandemics such as COVID-19, fire, hurricane or other storms on the scale of a catastrophe as well as natural events such as earthquakes and landslides.

### 9.4 Health status and increased risk at certain events

We do not accept any liability for health consequences resulting from the fact that the participants start at a fitness level that is insufficient to cope with the sports event or with an infection, acute

illness or injury, do not take the PAPS test or do not observe its results and/or do not immediately seek medical assistance if they are in a poor state of fitness while participating in a sports event.

In the case when the competition route leads through the countryside, along unpaved paths or through open water, we recommend that participants make their choice of footwear and clothing dependent on the weather conditions, about which they should inform themselves in advance. Participants in events with a swimming component are aware that wind and rain can affect their orientation in the water. They are aware that swimming in open water is generally more dangerous than swimming indoors due to the influence of the weather and possible currents. When participating in an event with obstacles, the participant is aware of the possibly increased risk of injury.

#### 9.5 Exemption clause

Participants who take part in the event although they know or should have known that they are or could be carriers of a contagious disease shall indemnify SCC EVENTS GmbH - upon first request - against all claims of third parties. This may be the case, for example, if an infection (e.g. with SARS-CoV2) has been detected in the participants or if participants have not fulfilled their obligations to provide evidence in accordance with section 8.2 of the Conditions of Participation and have submitted incorrect or incomplete evidence.

### **§ 10 Data Collection and Processing**

#### 10.1 Processing for contract execution, publication, results database

The personal data provided by participants when registering will be stored and processed by us for the purposes of organising and processing the sporting event, including the printing of the race results on personalised certificates and/or the medical care of the participants on the course and at the finish by the medical services supervising the event, as well as for payment processing.

The data processing is carried out at the request of the participants and is required in accordance with Art. 6 Para. 1 S. 1 lit. b DSGVO for the fulfilment of the participation contract and the pre-contractual measures.

The personal data collected by us in the course of fulfilling the contract will be stored by us until the expiry of the limitation period after fulfilment of the contract, unless there are legal retention periods or the participants have not consented to storage beyond this period in accordance with Art. 6 Para. 1 S. 1 lit. a DSGVO.

#### 10.2 Publication of results, results database

In addition, we process and publish the surname, first name, year of birth, nationality, gender, club (if applicable), start number and result (placement and times) of the participants for the presentation of participant and result lists in the relevant media accompanying the event (printed matter such as programme booklet and result booklet, as well as on the Internet) and transfer these data for publication by third parties (e.g. newspapers, result services, etc.) and store them for the creation of a - also historical - result database.

This data processing and transfer takes place on the basis of our legitimate interests in accordance with Art. 6 para. 1 p. 1 lit. f DSGVO.

### 10.3 Documentation in image and sound

The collection, processing and storage of personal data in connection with the image and sound recordings carried out and/or arranged by us in accordance with § 3.2 is carried out on the basis of our legitimate interests in accordance with Art. 6 para. 1 sentence 1 lit. f DSGVO.

#### **§ 11 Consent under Data Protection Law Only in Regard to Participation in the BERLIN-MARATHON**

**(1) I agree that my data [surname, first name, nationality, date of birth, e-mail address, gender, race number, total and age group results of the race] may be sent to Abbott World Marathon Majors Ltd. for the purpose of possible participation in the Abbott World Marathon Majors (AWMM) ranking, the AWMM Age Group Championship and the presentation of the AWMM Star Finishers on the website [www.worldmarathonmajors.com](http://www.worldmarathonmajors.com). (USA) where they may be processed, used and published.**

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

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