

## General Terms and Conditions for the participation at the DATEV Challenge Roth 2019

### 1. Scope / General Regulations

- 1.1. These conditions for participation govern the legal relationship between the participant and the event organizer as regards the participation in DATEV Challenge Roth (the event).

To simplify matters, the male form shall be used in these Terms and Conditions for Participants, and it is emphasized that no gender inequality in the sense of the German General Act on Equal Treatment (AGG) is intended.

The event organizer's contact data is as follows:

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91154 Roth  
Germany

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E-Mail: [info@challenge-roth.de](mailto:info@challenge-roth.de)

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CEOs:

Alice Walchshöfer, Felix Walchshöfer und  
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Commercial Register Nuremberg HRB  
18821

Upon registration, the participant accepts the following regulations, provisions and rules – in the same order - to be binding. Acceptance of and adherence to these regulations is a basic prerequisite for participating in the event.

- Entry Information of the event organizer
- General Terms and Conditions for Participants
- Race Regulations of the organizer (they will be published by the organizer on the homepage several weeks before the race, and also handed out to the athletes together with the start documents)
- Information communicated at the race meeting, including potential changes
- The actual Competition Regulations of Deutsche Triathlon Union (sports regulations, organizers' regulations, national league regulations, anti-doping code, race marshals' regulations, as well as the legal order and rules of procedure and disciplinary code).

cf. <http://www.dtu-info.de/home/verband/regelwerk/-ordnungen.html>

### 2. Organisational Issues

- 2.1. The participant is to comply with the organizer's conditions in accordance with the Entry Information, the General Terms and Conditions for Participants, the Race Regulations, the information and changes communicated at the race meeting as well as the DTU Regulations.

#### 2.2. Attending the race meeting is obligatory for all participants.

- 2.3. Participants are to strictly follow the instructions given by the organizer and its staff (who will be recognizable as such).

- 2.4. In any case of contravention, in particular if the regular process of the event can be impaired, or the safety of other participants can be in danger, the organizer shall at all times be entitled to exclude the participant from the event or to disqualify him.
- 2.5. The members of the medical services in charge of the event shall be entitled to prohibit any participant from taking part or continuing the participation in the event in case of health problems and for the participant's own safety.
- 2.6. If the official start number is changed in any way, or if the advertising print is removed or made illegible, the participant can be excluded from participation.

In any such case, the participant will be excluded from timekeeping (disqualification).

### **3. Registration and Withdrawal of Registration**

- 3.1. The modalities regarding registration and withdrawal of registration are laid down in the Entry Information.
- 3.2. In particular, the organizer reserves the right to disqualify and/or exclude a participant from the event at any time, if
  - a) he has culpably indicated wrong personal data in his registration,
  - b) he is subject to a suspension imposed by a sports federation, arbitration court or court,
  - c) there are strong reasons for suspecting that the participant has violated the doping regulations (cf. 6 – Doping) and/or other athletes' regulations, or
  - d) there are strong reasons for suspecting that the participant has committed an offence.
- 3.3. The participation as an individual participant is a personal right and is thus non-transferable.

The participant is to collect the start documents himself.

The start number of individual participants must not be transferred to any third person. In case of contravention, a lifelong prohibition from participation in the event will be imposed on both athletes involved in swapping start numbers.

The participant shall only be entitled to start if, upon collection of the start documents, he provides a license of a national triathlon federation, or if he acquires a day license of the national federation responsible for the event.

- 3.4. If a registered participant does not appear at the start without giving any reason, or in advance declares to the organizer that he will not participate, he will not be entitled to receive any reimbursement of the entry fee. This shall generally also be valid for any justified withdrawal of the participant.

The organizer's cancellation and withdrawal conditions shall be valid as set forth in the Entry Information.

- 3.5. Incidentally, reimbursement of the entry fee shall only be possible in case of a complete cancellation of the event.

If the cancellation is not within the organizer's responsibility, a partial reimbursement shall be made, taking into account the actual expenses that were already incurred by the organizer (a flat handling fee of at least EUR 90.00).

This shall not affect the participant's right to provide evidence that there have not been any expenses or the actual expenses have been considerably lower.

#### **4. Liability Disclaimer**

- 4.1. The organizer shall be able to change the event, to start it with a delay or to cancel it, if the organizer is of the opinion that due to a change in conditions (e. g. weather) the safety of the race seems to be in danger or cannot be guaranteed.

If – for reasons that are not within the organizer’s responsibility - the event is delayed, implemented with changes or cancelled, for whatever reason, for example due to official directives, changes in permission, force majeure, condition of the race course or any other reason beyond the organizer’s control, reimbursement of entry fees will be effected in accordance with Section 3 Paragraph 5.

In these cases, the participant shall not have any right to withdrawal from contract.

Other claims by the participant – from whatever legal reasons – in connection with the event are excluded in these cases.

- 4.2. The organizer shall only be held liable for material and financial damage that has been caused by gross negligence or intentional acts. This limitation of liability shall exclude damages which are caused by a culpable violation of any major contractual obligation of the organizer, as well as damages to persons (damages to the life, body or health of a person).

In case of a slightly negligent violation of a major obligation of the organizer, liability shall be limited to the typical and predictable damage, which shall not exceed a maximum amount of EUR 2,000,000 for damages to persons, and EUR 1,000,000 for damages to property, per damaging event.

The afore-mentioned limitations of liability shall also include the personal liability for damages of the employees, representatives, agents and third parties, whose services the organizer uses in connection with the event or with whom the organizer has contractual relationships for this purpose.

- 4.3. The participant shall indemnify the organizer, as well as its employees, representatives, agents and third parties, whose services the organizer uses in connection with the event or with whom the organizer has contractual relationships for this purpose, from any liability vis-à-vis third parties, as far as these third parties suffer damages caused by the participant as a result of his participation in the event.**

- 4.4. The organizer shall not assume any liability for health risks on the part of the participant in relation to the participation in the event.**

**The participant is aware of the fact that the participation in the event has inherent risks, and that a risk of serious injuries, or even death, cannot be excluded.**

**The participant confirms and agrees that he shall himself be responsible for determining whether he is sufficiently fit and of good health in order to take part in the event without any concerns.**

**He further confirms that no doctor or person of comparable position has recommended not to take part in the event.**

- 4.5. The participant shall himself be responsible for his personal items and race equipment.

The participant is aware of the fact and he acknowledges that there can be vehicle or pedestrian traffic on the race course, and he shall bear the risks resulting therefrom, which are associated in this regard with swimming, cycling and running and/or other parts of this event or the participation in this event.

This shall in particular include the following risks involved with the participation in this event, but the following does not represent a final list:

- falls,
- danger of collision with vehicles, pedestrians, other participants and solid objects,
- dangers that result from dangerous surfaces, material failure and insufficient safety equipment,
- as well as any dangers that are caused by other participants, spectators, volunteers or the weather.

It is every participant's obligation to get familiar with the race course and the transition zones. When participating in the event, the participant accepts the courses and transition zones as they are.

The participant is to inform the organizer immediately if he gets knowledge of any dangers on the race course.

- 4.6. The participant is aware of the risks that result from the consumption of alcohol, medication and drugs before, during and after the event, and he is aware of the fact that his judgment and his athletic abilities can thus be impaired.

The participant alone shall be responsible for all consequences resulting from the consumption of alcohol, medication and drugs.

- 4.7. **If medical treatment of the participant should be necessary during the event, the participant in advance declares his consent thereto.**

**Medical services are not included in the entry fee and the participant shall be directly charged therefor in accordance with the usual medical tariffs.**

**The organizer shall not provide any insurance coverage for medical treatment and is not obliged to do so. It is within the responsibility of each participant to ensure sufficient insurance coverage for medical treatment. Any liability on the part of the organizer in relation to any insurance coverage for medical treatment shall be excluded.**

- 4.8. The organizer shall not assume any liability for any items lost by participants.

Furthermore, the organizer shall not assume any liability for any items the organizer or third parties engaged by the organizer have stored for the participant free of charge.

This shall not affect the organizer's liability arising from any grossly negligent fault in selecting these third parties.

## 5. Image and Audio Rights

- 5.1. Upon registration, the participant transfers the right to the organizer and gives the organizer 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 organizer, by third parties engaged by the organizer 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.

- 5.2. 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.

## **6. Doping**

- 6.1. The participant undertakes to help fight against doping. He accepts the Anti Doping Code (ADC) of the German Triathlon Union, the National Anti Doping Code (NADC) of the National Anti Doping Agency (NADA) as well as the Code of the World Anti Doping Agency (WADA) in their current versions as binding.

The athlete confirms that he has not violated any anti doping regulations and that he shall adhere to the valid anti doping regulations also in the future.

If it should turn out that the afore-mentioned confirmation by the participant has been false, he shall lose any contractual claim and shall have to reimburse any payments that he has already received, irrespective of the kind of payment.

- 6.2. The participants chosen by the organizer or any anti doping organization shall be obliged to take part in an anti-doping test if.

In case of a positive test result or if the valid limit is exceeded, the organizer can exclude the participant from the race.

- 6.3. Furthermore, the organizer shall also effect a doping test after the event. The participants chosen by the organizer or any anti doping organization shall be obliged to take part in this test.

In case of confirmed doping, the participant will be disqualified subsequently.

Furthermore, the participant shall have to reimburse any start bonus and/or prize money that he has received by then, plus a 25 % expense allowance, to the organizer within 10 days after disqualification. This shall not affect the participant's right to provide evidence that there have not been any expenses or that they have been considerably lower.

- 6.4. If any anti doping organization after the event detects that the participant committed a doping offence within one year before the event, the participant can be subsequently disqualified by the organizer.

The same shall be applicable if it is subsequently detected that the participant had been doped during the event.

- 6.5. While doping proceedings are pending – irrespective of the (arbitration) court or federation – or if there are justifiable reasons to suspect doping, the organizer can exclude the participant from participation.

In these cases, claims for start bonus, prize money or other claims as well as potential subsequent claims (for damages) shall be excluded.

- 6.6. For blood screenings, the limit values of the current version of the German Triathlon Union's ADC shall be valid. In assessing the participant's values, genetic anomalies as well as individual profiles of blood values are to be considered.

- 6.7. In case of a positive test result, and until final clarification of the matter, the parties undertake to refrain from any acts or statements which could damage or endanger the participant's, the organizer's or the event's reputation in the public. In particular, the participant shall be presumed innocent until final clarification.

In such a case, the organizer shall immediately inform the German Triathlon Union, which will then proceed in accordance with its existing regulations.

## **7. Authorization to Collect and Process Data / Advertising**

- 7.1. The personal data given by the participant upon registration are stored and processed for the organisation and implementation of the event, including medical care for the participant on the race course and at the finish-line area by the medical services in charge of the event. The same applies for the data required for payment processing.

Upon registration, the participant agrees to the storage and processing of data for this purpose.

- 7.2. The personal data that have been stored in accordance with paragraph 1. above, will possibly be disclosed to a commercial third party for the purpose of time-keeping, and to other third parties for the purpose of providing lists of results and posting these lists on the Internet.

Upon registration, the participant agrees to the storage and disclosure of the data for these purposes.

The name, first name, year of birth, sex, club (if applicable), start number and result (position and times) of the participant will be printed or published in the form of lists of participants and results in all media that are relevant for the event (for example printed matter such as program booklet and result booklet, and on the Internet, on TV or radio).

Upon registration, the participant agrees to the storage and processing of data for this purpose.

- 7.3. The personal data that have been stored in accordance with paragraph 1. above (name, first name, start number, address) will possibly be disclosed to a commercial photo service provider for the purpose of forwarding photos to the participant that have been taken of him on the race course and at the finish-line.

Upon registration, the participant agrees to the storage and disclosure of the data for this purpose.

## **8. Severability Clause / Place of Performance / Applicable Law**

- 8.1. Should any provision of these terms and conditions be entirely or partially invalid for any reason, this shall not affect the validity of the remaining provisions.

An invalid or unenforceable provision (or an invalid part of a provision) shall be automatically replaced with such a provision that is valid and lawful, and comes closest to the economic purpose of the invalid or unenforceable provision.

- 8.2. The place of performance for the obligations arising from these terms and conditions is the place of the organizer's registered office.

- 8.3. These terms and conditions shall be subject to the laws of the place of the organizer's registered office

**I have read the General Terms and Conditions for Participants, and expressly accept them as binding.**