

## General Terms and Conditions of participation for running events organised by SCC-RUNNING

### Art. 1 Area of Application – Validity

(1) The Berlin Athletics Association supervises all of the running events organised by SCC-RUNNING, which are held in conformity with the International Rules of Competition (IRB) as applied by the German Athletics Association (DLV) and the IAAF rules. The Deutscher Rollsport- und Inline-Verband e.V. (DRIVE) regulations apply to all inline skating events (Vattenfall BERLIN HALF MARATHON, Vattenfall CITY NIGHT, X-Race and real-, BERLIN-MARATHON). All SCC-RUNNING 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-RUNNING Events GmbH, Glockenturmstr. 23, 14055 Berlin (hereafter referred to as „SCC-RUNNING Events GmbH“) with the realisation of the events. SCC-RUNNING 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-RUNNING Events GmbH.

### Art. 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 in the real-, BERLIN-MARATHON, the Vattenfall BERLIN HALF MARATHON, and the Vattenfall CITY NIGHT are pushrim racing wheelchairs, hand cycles, and inline skates. Any sports equipment which differs from that listed above or which could be dangerous to participants or spectators is only permitted with the explicit approval of the event promoter.

(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.

### Art. 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-RUNNING 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 direct-debit mandate or by credit card. Only American Express, VISA and Euro/MasterCard credit cards or direct debit will be accepted for payment for online registration via the internet. 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-RUNNING office during normal office hours. With exception of the real-, BERLIN-MARATHON, the Vattenfall BERLIN HALF MARATHON, the Berliner Wasserbetriebe TEAM Relay, and the Berlin Marathon Relay, registration is also possible on race day with cash payment if the limit of participation has not been reached.

(3) For the following events, the real-, BERLIN-MARATHON and the Vattenfall BERLIN HALF MARATHON, the promoter will issue the participant a confirmation of entry and allocate the participant a provisional race number via the SCC-RUNNING Events GmbH after receipt of the entry form and the registration fee, which covers the costs of organisation. 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 their 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, however, the participant has the right to supply evidence that the expenses that would be accrued by the promoter in the event of the further transfer of his race number to a different participant would have been less than the organisational fee that the original participant had 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 real-, BERLIN-MARATHON or the Vattenfall BERLIN HALF MARATHON and the participant consents that his medical data be processed anonymously for sport-medical purposes, in exchange for the submission of his confirmation of registration or race number, the registration fee (minus a service fee of 25 Euro for the real-, BERLIN-MARATHON and 10 Euro for the Vattenfall BERLIN HALF MARATHON) will be reimbursed 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, equaling 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.

### Art. 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 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. 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.

### Art. 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 (Art. 28, Federal Data Protection Law). 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, books, photomechanical copies (i.e. film or videocassettes) may be distributed and published by the

promoter without any responsibility for reimbursement.

(3) The participant consents that their 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, Körtener Straße 11b, 51465 Bergisch Gladbach, www.mikatiming.de) for the purpose of verifying the registration of the ChampionChip (cf. Art. 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, 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.

(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 their personal contact data collected according to Para. (1) and possibly additional information may be submitted in anonymous form to the Humboldt University of Berlin, Institute for Sport Science/Sport Medicine, 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.

### Art. 6 Timekeeping with the „ChampionChip“

(1) For all SCC-RUNNING events timekeeping will be done exclusively using the ChampionChip (available for purchase from SCC-RUNNING Events GmbH or directly from Mika timing GmbH, Körtener 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.

### Art. 7 Proviso of Retraction of the confirmation of registration for want of a ChampionChip for select events

Each participant in any of the events listed in Art. 6 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. For the real-, BERLIN-MARATHON, the definitive deadline for registering the ChampionChip is the day of the event of the „The Trial Run“ Street Race. The aforesaid regulations are also valid for the AVON RUNNING BERLIN WOMEN'S RUN, the Vattenfall CITY NIGHT and the X-Race with the proviso that a retraction of the confirmation of participation can also be declared on the day of the event 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 Art. 3 Para. (5).

### Art. 8 Disqualification and exclusion from the event

If the official race number is 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). In all other respects, the relevant rules of the sport associations mentioned in Art. 1 Para. (1) and the terms in Art. 2 Para. (1) of these General Terms and Conditions of Participation shall apply.

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