



GENERAL TERMS AND CONDITIONS

SCOTT ROCK THE TOP - ZUGSPITZ TRAILRUN CHALLENGE

§ 1 APPLICATION – VALIDITY

- (1) The SCOTT ROCK THE TOP - Zugspitz Trailrun Challenge 2016 (following called *SRTT*) is an event of the PLAN B event company GmbH.
- (2) The ensuing terms and conditions and related attachments shall stipulate exclusively the requirements and preconditions for participation in the *SRTT*.
- (3) Participation in the *SRTT* is subject to the terms and conditions in their respective version which the participant was issued with the registration documents. The Terms and Conditions are an integral part of the contractual agreement between participant and the event organizers.
- (4) The event organizers are entitled to adapt the terms and conditions any time before the start of the event if circumstances, that were unforeseeable at the time of the participant's application, (a) make such alterations an indicated and inevitable necessity for the execution of the event and (b) can be deemed reasonable for the participant.
- (5) Any adaptations of the Terms and Conditions will be communicated to the participant in detail and without delay. Any updates to the Terms and Conditions will be made available online at www.zugspitz-trailrun-challenge.com in due course.

§ 2 TERMS AND CONDITIONS OF PARTICIPATION – SAFETY MEASURES

- (1) Any experienced, healthy and well-trained runner is entitled to start but must be at least 18 years of age. An exception is the Short Distance, where you are allowed to start at the age of 16-18 with a written permission and a copy of the identity card from a parent or legal guardian when picking up the race documents. A consenting parent or legal guardian at the start of the competition must accompany participants at the age of 14-15. The deadline is July 22nd, 2017. Participants take full, personal responsibility for their physical well-being and condition during the race(s). Anyone who signed up and registered according to the rules, and who is in possession of an official start number tag of the *SRTT*, is eligible for participation.
- (2) Participants will receive pertinent organizational directives through the race organizer prior to the start of the event. Race orders and directives by the race organizers and/or event staff have to be observed and complied with. If a participant's disdain for race directives disrupts the normal operational process of the event or jeopardizes the safety of participants or visitors, the organizer is entitled to exclude the person or disqualify the participant in question. Only authorized event staff may issue legally binding directives to participants.
- (3) The rules, standards and directives stipulated in the call for registration, the race rules and any supplemental regulatory documentation shall constitute the duties under contract for any participant. Any Claims concerning the contract or the services provided by PLAN B event company GmbH irrespective of its legal ground are to be raised exclusively at the end of the event, i.e. within one month after the contractual end of the event.

§ 3 REGISTRATION – PARTICIPATION FEE – TERMS OF PAYMENT – REIMBURSEMENT – CANCELLATION

- (1) **Registrations** can only be accepted online at www.zugspitz-trailrun.challenge.com by using the "web form". Registrations can only be processed if all relevant information is provided / filled-in and the application is sent to PLAN B event company GmbH. Registrations are binding for the applicant. If the registration process was completed successfully, the applicant will receive a confirmation including payment confirmation. A binding contract comes into existence at the moment the applicant receives an explicit payment confirmation of his/her registration. Payment must be directly by registering. If the applicant fails to make payment within the specified time, the organizer has the right to withdraw from the contract by revoking the registration confirmation. In this case the applicant will be charged a fee of € 50,00 for administrative expenditures incurred by the organizer.
- (2) Entry fees (per person) vary among the different races:
 - Short Distance: € 27,00 (no pasta party included)
 - Half-Marathon: € 37,00
 - ZUGSPITZ Marathon: € 89,00
 - ZUGSPITZ Uphill: € 79,00
 - SCOTT Rock the Top DOUBLE (Marathon + Uphill): € 105,00With registration on site, there will be an additional fee of € 10,00 to the starter fee. (except Short distance)
- (3) **Payments** can be issued by the following possibilities:
 - PayPal
 - credit card
 - SEPA direct debit
 - voucher

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(4) The race organizer will send the confirmation to the participant after receiving the registration application and the respective entry fee. The race organizer reserves the right to **exclude or disqualify** a participant at any time, if he / she provided false personal data, he / she is subject to a ban by an international/ national athletic association or if he/she is suspected having taken banned substances (doping) prior to or during the race.

(5) The right to participate is not **transferable** without explicit approval by the race organizer (distance or in person). It is possible to transfer the registration free-of-charge to another suited person or to another distance once prior to June 21st 2017. Transfer requests received between June 22nd and July 15th 2017 will be subject to a one-off fee of € 15,00 which is charged in addition to the entry fee. Transfer requests cannot be considered after July 16th 2017.

(6) If a registered participant does not enter the race at the time of the official start or declares to the organizer his / her withdrawal from the race, he / she is not entitled to a refund of the entry fee. There won't be any shipping of the starter package.

(7) Participants will be issued their starter package at the on-site event registration only if they provide their waiver of liability or proof of their identity through a legal picture ID. Should a participant be **unable to pick up the starter package** / documents in person, he / she must provide a third person with a power of attorney. Starter packages / documents cannot be mailed.

(8) PLAN B event company GmbH reserves the right to **exclude** the participant from the event or even cancel the contract, if:

- he / she violates the regulations and/or rules and instructions (before or during the event),
- he / she keeps disturbing the event or jeopardizes his/her own safety or the safety of someone else or endangers his/her own safety or safety of others
- he / she fails to comply with the instructions of the event management or staff members,
- he / she disturbs the fulfillment of the contract in a dramatic way or if his/her behavior is not in holding with the contract in such a way that an immediate termination of the contract becomes justified.

In the event a contract is terminated unilaterally by PLAN B event company GmbH, the participant will be eligible for a refund of the full entry fee; PLAN B event company GmbH, however, is entitled to deduct an amount in relation to already incurred expenses and any other benefit obtained from the use of the starting fee for other purposes, including any sums that may have been credited by other service providers.

(9) The following conditions apply to **cancellations by participants**:

- In case of cancellations up to and including June 21st, 2017, participants are reimbursed the entry fee less an administrative charge of € 8,00 charges.
- Cancellations received on/after June 22nd, 2017 will not be subject to any fee refund.
- Applicable refunds will be paid 60 days after receiving the written cancellation.

(10) Cancellations can only be accepted when submitted in writing.

§ 4 CANCELLATION OF THE EVENT – FAILURE TO COMMENCE THE RACE

In case the event were to be cancelled due to a force majeure, failure to commence the race or cancellation due to unforeseeable reasons the race organizers are not in power of (such as weather, etc.), participants have no entitlement to claim a refund of the entry fee or a proportionate reimbursement for other damages, such as travel expenses or accommodation costs.

§ 5 LIABILITY DISCLAIMER

Each participant is required to acknowledge the waiving of certain rights towards the race organizers by signing a disclaimer form in person and noting the respective date and place on it.

By submitting his/her registration for the event, a prospective participant issues his/her part of a legally binding registration for an event of his/her choosing by the PLAN B event company GmbH and confirms to possess of the skills and necessary experience that are mentioned under heading 1 of the event rules and that are required by all participants without requiring further proof thereof by the event organizers. Participant indemnifies the race organizers from any legal or material recourse sought through compensation claims irrespective of their legal basis. Each participant agrees to waive all legal claims against the organizers, sponsors or promoters, as well as any of their contracted staff or third-party agents. This does not apply, if the race organizer, his legal representatives or his agents have acted with intent to harm or with gross negligence in the execution of their duties or if the race organizer is duly liable due to accountable damages resulting from injuries to the life, the body or the health of a person or the breach of constitutive contractual obligations.

Participant consent to being subjected to the examination of and inspections on their person and personal equipment as may be required by the authorized race officials.

Participants understand and fully acknowledge the responsibilities and prerequisites for participation in the race as well as the rules and regulations that apply to it/them. Participant expressly assures the race organizers to fully have read, understood and accepted the rules, guidelines, and conditions detailed within this document.

Participants agree to the publication of photographic and other audiovisual materials as well as the publication of their ranking by name and time. With the release of an e-mail address, participants knowingly allows PLAN B event company GmbH to use this email address to send promotional materials for future events.

Participants certifies with their signature that their participation in this event will be at their own risk and that they carry adequate insurance coverage (valid in foreign countries as well) in case of accident or injury.

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Furthermore, by starting in a race participants solemnly affirm to be unaware of any potential health problems that may threaten their participation in the race and that their physical condition meets the requirements that an alpine endurance race of such caliber places on body and mind.

The race organizer will not be liable for health risks incurred by participants in connection with taking part in any races of this event. Participants are solely responsible for ascertaining the suitability/state of and extent of their personal equipment as required in detail in the race regulations.

The organizer will not be liable for valuables, clothing or equipment lost in the course of the race or on the event grounds.

The organizer disclaims all liability for damages that may arise because a participant may be prevented from participating in the event by legal constraints and/or governmental orders.

Participants are responsible for any payments of third party services they required or, e.g. rescue services. The organizer reserves the right to charge any of these costs to the participant.

Participants are strongly recommended to take out travel insurance, which should cover search and rescue charges by helicopter, comprehensive medical treatment and patient repatriation.

§ 6 DATA ACQUISITION AND UTILIZATION

(1) Participants consent to their personal information to be issued to a third party for the purposes of timekeeping, compiling lists of the results and the publication of those lists on the internet.

(2) Personal data provided in the registration process by the participant will be stored and used for purposes that are connected with executing the event only, especially with regard to data necessary for the payment process (§ 28 BundesdatenschutzG). By registering for the event the participant agrees that his/her data may be stored for that specific purpose.

(3) Participants agree that photos, video material, and interviews made in connection with their participation can be broadcasted and published on TV, the radio, in print, books, photo copies (video footage, video tapes, etc.) without monetary compensation. Moreover, participants consent with their personal data to be provided to a third party commissioned by the organizer for the purpose of mailing photos of the participant(s) at the start, on the course or in the finish. However, participants are in no way obliged to purchase such a photo unless they express such an interest explicitly.

(4) Participants agree that their last name, first name, year of birth, team name, starting number and results (rankings, times) may be published in all print media relevant to the event (participant list, scoring board) and in all electronic media such as the internet.

(5) Participants can object to the publication of their personal data by submitting a written declaration to that effect to the race organizer.

(6) By submitting an e-mail address, participants accept that the PLAN B event company GmbH can use their digital contact information to send further event information.

§ 7 STATUTE OF LIMITATION / PLACE OF JURISDICTION

Any claims by the participant against PLAN B event company GmbH, irrespective of their legal ground, are subject to a one-year statute of limitation the period of which starts on the date of the contractually specified end of the race event.

The legal place of jurisdiction for any settlement of dispute(s) is Munich, Germany. The legal and contractual relationship between the participant and PLAN B event company GmbH shall be entirely subject to German law.

Organization:

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