

GENERAL TERMS AND CONDITIONS

SHIMANO E - MOUNTAINBIKE EXPERIENCE 2019

§ 1 Field of application – validity

(1) The SHIMANO E - MOUNTAINBIKE EXPERIENCE (called EBE hereafter) is an event of the PLAN B event company GmbH.

(2) Updated versions of these terms and conditions will be published on the homepage www.emountainbike-experience.org. Then current, they are part of the contract between organizer and participant.

§ 2 Terms and conditions of participation – safety measures

(1) Every experienced, healthy and well-trained mountainbiker as well as beginner is entitled to start and must be at least 18 years of age. Participants with an age of 16 or 17 years are allowed to take part in case of providing a written parental permission. With an age of 14 or 15 years a legal guardian has to be attended during the event. Everyone who has signed up and registered according to the rules is eligible for participation.

(2) Organizational measures will be announced to the participants by the organizer prior to the start of the event. Instructions of the organizer and event staff are to be followed without exception. If these instructions are not complied with and this disrupts the normal operational process of the event or jeopardizes the safety of participants or visitors, the organizer is entitled to exclude the endangers participant in question. Legally binding declarations can be made by authorized event personnel only.

(3) All rules, hints and instructions contained in the invitation, the guides and supplementary instructions shall constitute a direct contractual obligation to the participant. Any claims concerning the contract or the services provided by PLAN B event company GmbH irrespective its legal ground, are to be realised exclusively at the end of the event, i.e. within one month after the contractual end of the event, and exclusively towards PLAN B event company GmbH to the address indicated below.

§ 3 Registration – participation fee – terms of payment – reimbursement – cancellation

(1) **Registrations** can be only accepted on our homepage www.emountainbike-experience.org. Registrations are binding for the applicant. After successful completion of the registration process the applicant will receive a confirmation including payment confirmation. A binding contract will only be accomplished after the applicant's receipt of an explicit registration and payment confirmation. The payment of 100% of the starter fee has to be done by registering.

In case 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 for necessary expenditures on the part of the organizer.

(2) The **entry fee** will be the following:

- 3* package, 5 nights: €999 per person in a double room
- 3* package, 5 nights (U18): €849 per person in a double room
 - Single room surcharge: €250
- 4* package, 5 nights: €1199 per person in a double room
- 4* package, 5 nights (U18): €1049 per person in a double room
 - Single room surcharge: €300
- Children: €299
- Package without accommodation: €499

The full scope of services of the respective packages can be seen at www.emountainbike-experience.org.

(3) **Payments** can be made by

- Direct debit
- PAY PAL
- Credit card

(4) The organizer will send the confirmation after receiving the registration application and the entry fee. The organizer reserves the right to **exclude** a participant at any time, if he or she has provided false personal data.

(5) Participation is only transferable to a third party up to September 1st 2019 and in consultation with the organizer, a fee of € 150,00 will be charged. Thereafter, it is no longer possible to send a substitute. Each registration can only be changed once and is final after that.

(6) If a registered participant does not take part or communicates to the organizer in advance that he does not intend to take part, he has no right to a refund of the participation fee and no right to receive the products or services contained as presents in the starter package.

(7) The participant receives the starter package during the registration in Brixen on the first day.

(8) The PLAN B event company GmbH can exclude or cancel the contract with a participant of the event if:

- he or she violates the terms and instructions (before or during the event),
- he or 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 or she fails to comply with the instructions of the event management or staff members,
- the participant disturbs materially the fulfilment of the contract in any other way or his/her behaviour is not in conformity with the contract in such a way that an immediate termination of the contract becomes justified.

In the event a contract is terminated by PLAN B event company GmbH, it will be eligible for the total price.

(9) **It is recommended to participants to get a travel cancellation insurance**, because cancellations can't be accepted.

(10) The organizer sets a limit of 200 participants. Applications that exceed this limit will not be accepted.

§ 4 Cancellation of the event - failure to commence the race

In case of cancellation of the event due to force majeure, failure to commence the race or cancellation due to reasons the organizers are not in power of (like bad weather), the participant has no right 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

With the previous registration, the participant submits a self-willed and binding registration for an event of his/her choosing by the PLAN B event company GmbH and asserts, without requiring further proof by the event organizer, possession of the skills and experiences that are mentioned and required by all participants under heading 1 of the regulations. Compensation claims brought forward by the participant against the event organizer, for whatever legal reason, are excluded. Each participant agrees to waive all legal claims against the organizer or promoter, as well as their helpers or agents. This does not apply, if the organizer, his legal representatives or his agents have acted with intent or with gross negligence in the execution of his duties or if the 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.

The participant consents to be subjected to tests and inspections on his/her person and personal equipment as ordered by the race jury.

The participant knows, understands, and fully acknowledges the conditions of participation as well as the rules and regulations. The participant expressly confirms that he or she has fully read, understood and accept the guidelines and conditions detailed within this document.

The participant agrees to the publication of photographic and other audiovisual materials obtained during the event. With the release of an e-mail address, the participant knowingly allows PLAN B event company GmbH to use this email address to send additional event information.

The participant certifies with his/her signature that their participation in this event will be at their own risk and that adequate insurance coverage (valid in foreign countries as well) exists in case of an accident or injury.

Furthermore, by starting at the event the participant solemnly affirms to be unaware of any health concerns that would undermine his/her participation in the race and that his/her physical level of performance meets the requirements that such an alpine endurance tour places on the body and mind.

The organizer will not be liable for health risks of a participant that are in any way connected with taking part at the PLAN B event company GmbH. By starting at the event the participant solemnly affirms to be unaware of any health concerns that would undermine his/her participation in the race and that his/her physical level of performance meets the requirements that such an alpine endurance race places on the body and mind. The participant has to take charge of his own equipment according to the regulations.

The organizer will not be liable for lost valuables, clothing or equipment during transportation of drop bags or anything else for example.

The organizer disclaims all liability for damages that may arise because a participant is prevented by legal regulations and/or governmental orders to partake in the event.

Costs for third party services, e.g. rescue services, have to be paid by the participant. The organizer reserves the right to charge any of these costs to the participant.

It is strongly recommended to have a private abroad health insurance, which includes helicopter use and patient transport back home.

§ 6 Data acquisition and utilization

(1) 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 the participant agrees that his/her data is stored for that purpose.

(2) Participants agree that photos, video material, and interviews made in connection with his/her participation in the event can be broadcasted and published on TV, the radio, in print, books, photo copies (video footage, video tapes, etc.) without fees. Moreover, participants agree that personal data can be provided to a third party commissioned by the organizer for the purpose of mailing photos of participants on the course or in the finish. However, participants do hereby not declare that they may want to purchase such a photo.

(3) The participant agrees that his/her last name, first name, year of birth, team name, starting number and results (placings, 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.

(4) Participants can declare in writing (fax or e-mail) their objection to the publication of their personal data with the organizer.

(5) The participant herewith accepts that the PLAN B event company GmbH can use his/her E-Mail address to send him/her further information.

§ 7 Statute of Limitation

Any claims by the participant towards PLAN B event company GmbH, irrespective of its legal ground, are subject to the statute of limitation of one year after 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.

Organisation:

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