

## **GENERAL TERMS AND CONDITIONS**

### **STARKENBERGER HOMERUN 2020**

#### **§ 1 FIELD OF APPLICATION – VALIDITY**

- (1) The Starkenberger HOMERUN is an event of the PLAN B event company GmbH (sub organizer Imst Tourismus).
- (2) Updated versions of these terms and conditions will be published on the event homepage. In their version valid at the time of registration, they are part of the contract between organizer and participant.

#### **§ 2 TERMS AND CONDITIONS OF PARTICIPATION – SAFETY MEASURES**

- (1) Entitled to participate are all experienced, healthy, and well-trained runners who have turned 18. Participation is only possible as a team. Participants fully and personally take over responsibility for their health condition. Everyone who has signed up and registered following the established rules and who is in possession of an official Starkenberger HOMERUN number tag is entitled to participate.
- (2) Organizational measures that are reasonably deemed relevant are notified to participants prior to the event. All instructions on part of the event organizer and staff must be adhered to without exception. In case of infringements that disrupt the regular operational process of the event or jeopardize the safety of other participants, the organizer has the right to exclude or disqualify the respective participant. Only authorized event personnel can make legally binding declarations.
- (3) All rules, hints, and instructions contained in the invitation, the guides, and supplementary instructions constitute direct contractual obligations to participants. Any complaints concerning the contract or services of the PLAN B event company GmbH must be brought to notice exclusively within one month after the contractual end of the Starkenberger HOMERUN, and solely towards the PLAN B event company GmbH.

#### **§ 3 REGISTRATION – PARTICIPATION FEE – TERMS OF PAYMENT – CONFIRMATION OF PARTICIPATION – CHANGE AND RE-REGISTRATION – REIMBURSEMENT – CANCELLATION – INSURANCE – BIB NUMBER ISSUE**

- (1) Registration takes place only online via our homepage. Registration is binding for applicants. After successful completion of the registration process, the applicant will receive an online confirmation including an acknowledgement of payment. A binding contract for the participation in the event comes only with receipt of this confirmation. Payments become due immediately and must be made directly after registering. If the participation fee is not paid in due time, the organizer has the right to withdraw from the contract by revoking the confirmation of registration. In this case, a general expense fee of € 50 per participant will be charged.
- (2) The participation fees for the Starkenberger HOMERUN amount for the two different distances:
- Long distance € 45, - per starting place, € 90, - per team
  - Short distance € 35, - per starting place, € 70, - per team

The exact range of services for a starting place can be found on the event homepage. The booking of additional services is binding and must be paid in advance as part of the online-registration. In case of late registration on site, € 20,00 late registration fee will be added.

- (3) Possible payment options include:

- PayPal
- Credit card
- SEPA direct debit

(4) After receiving the registration application and the entry fee payment, the organizer will send a receipt confirmation. The organizer reserves the right to exclude or disqualify a participant at any time, if he or she has provided any personal information that is untrue or inaccurate, if he or she is subject to an effective ban by an international or national association or if the participant is suspected of having taken banned substances (doping).

- (5) The PLAN B event company GmbH can exclude a participant or cancel the respective contract, if:

- he violates the regulations and instructions (before or during the event).
- he keeps disturbing the event or jeopardizes his own safety or the safety of others.
- he fails to comply with the instructions of the event management or staff members.
- the participant materially disturbs the fulfilment of the contract's requirements in any other way or his behaviour is not in conformity with the contract in such a way that an immediate termination of the contract becomes justified.

If the PLAN B event company GmbH terminates the contract, it is entitled to the total participation fee.

- (6) Participation (of a single runner or the entire team) is only transferable to a third party, in consultation with the organizer and for a fee of € 20, up to two weeks before the start of the event. A change afterwards or a second change are excluded.

(7) The distance can be changed once until two weeks before the event for a fee of € 10, - per starting place. If there is a change from the short to the long distance, the difference of the starting fee (in the amount of € 10, - per starting place) is due. If there is a change from the long to the short distance, no refund of the payment will be made.

(8) For the Starckenberger HOMERUN 2020 the following conditions apply to cancellations:

- In case of cancellation up to and including September 4<sup>th</sup> 2020; participants receive 100% of the participation fee, minus the working fee of € 20,00.
- After expiry of the above-mentioned deadlines, no refund will be given.
- Reimbursements will be made within seven working days after having received the written cancellation.

It is recommended to participants to take out a private insurance (e.g. FINISHERSCHUTZ) as well as a mountain insurance (including mountain rescue).

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

(10) As part of the registration process, participants will receive the necessary documents only upon delivery of their signed declaration of liability and the ID Card. Each participant is required to personally pick up his bib number.

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

(1) In case of cancellation of the event or specific stages due to force majeure, failure to commence the race or cancellation due to reasons outside the organizer's reasonable control (like bad weather), the participant has no right to claim a (partial) refund of the participation fee or a proportionate reimbursement for other expenses, such as travel expenses or accommodation costs.

(2) If a registered participant does not start or declares his non-participation to the organizer, there is no entitlement to a refund of the participation fee or delivery of the starting package.

#### § 5 LIABILITY DISCLAIMER

(1) With the predefined registration, the participant makes a binding declaration to an event of his choosing by the PLAN B event company and assures, without requiring further proof by the event organizer, to be capable of the special skills and experiences mentioned and required by all participants under heading one of the rules.

(2) Compensation claims brought forward by the participant against the event organizer, for any legal reason, are excluded. This does not apply if the organizer, legal representatives or agents have acted with intent or gross negligence in the execution of their duties or if the organizer is duly liable due to accountable damages resulting from harm to life, body or health of a person or the breach of constitutive contractual obligations.

(3) The participant consents to be available for tests and inspections concerning his person and personal equipment as ordered by the event organizer. The participant knows and fully acknowledges the conditions of participation as well as the valid rules and regulations. The participant expressly confirms that he or she has fully read, understood, and accepts the rules, guidelines, and conditions detailed within this document.

(4) With their signature, participants declare participation in the event at their own risk and that, in case of an emergency, adequate insurance coverage (also valid abroad) exists.

(5) The organizer assumes no liability for any health risks of a participant. Furthermore, by the beginning of the event, the participant solemnly affirms to be unaware of any health concerns that would undermine his participation in the race and that his physical level of performance as well as technical running skills meet the requirements that such an alpine endurance race posits. The participant has to take care of his own equipment according to the regulations.

(6) The organizer will not be liable for lost valuables, clothing or equipment, including baggage transport (clothing bags, drop bags, luggage etc.).

(7) The organizer disclaims all liability for damages that may arise because a participant's appearance is prevented by legal regulations and/or governmental orders.

(8) Costs for third party services, e.g. rescue services, have to be fully borne by the participant. The organizer reserves the right to demand any of these costs from the participant.

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

## § 6 DATA ACQUISITION AND UTILIZATION

(1) With their registration, participants agree that personal data can be gathered and passed on to third parties for the purposes of timekeeping, rankings, and results as well as publications on the Internet.

(2) Personal data provided as part of the registration process will be stored and used only for purposes that are connected with executing the event, especially with regard to data necessary for the payment process (§ 28 BundesdatenschutzG). By registering, participants agree with the storage to this end.

(3) Participants agree that photos, videos, and interviews made in connection with their participation in the event can be broadcasted and published on TV, the radio, in print, in books and reproduced (video footage, video tapes, etc.) without claim for remuneration. Moreover, participants agree that personal data can be passed on to a third party commissioned by the organizer for the purposes of mailing photos of participants. However, participants do not declare that they may want to purchase such a photo.

(4) The participant agrees that his last name, first name, year of birth, team name, bib and results (rankings, times) may be published in all print and electronic media (participant list, result list etc.) relevant to the event.

(5) Participants can enter their objection against the publication of personal data in writing, via fax or e-mail.

(6) By providing an e-mail address, the participant accepts that the PLAN B event company GmbH and Imst Tourismus can use this address in order to send further event information.

## § 7 STATUTE OF LIMITATION

Any claims made by the participant towards the PLAN B event company GmbH, irrespective of their legal ground, come under the statute of limitation after one year from the contractually scheduled end of the event.

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

### **Operator and organization:**

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