

# GENERAL TERMS AND CONDITIONS

## Volkswagen R GRAVELBIKE EXPERIENCE 2024



### § 1 Application – Validity

(1) The Volkswagen R GRAVELBIKE EXPERIENCE 2024 (hereinafter referred to as GBE) is an event organised by Volkswagen AG. The tour organiser is PLAN B event company GmbH. It will take place twice in 2024, from 8-12 May 2024 and from 12-16 May 2024

(2) Volkswagen AG has commissioned PLAN B event company GmbH as the agency responsible for organising the Gravelbike Experience.

(3) Current changes to the GTCs will be published on the Internet at [www.gravelbike-experience.com](http://www.gravelbike-experience.com). They are part of the contract between the organiser and the participant in the version valid at the time of registration.

### § 2 Conditions of participation - safety measures

(1) All healthy, experienced, well-trained and ambitious cyclists, as well as beginners who have reached the age of 18, are eligible to take part. Persons under the age of 18 are permitted to take part in the event if accompanied by a parent or guardian. A minimum age of 14 years is required for participation. Each participant bears full personal responsibility for his/her state of health. Anyone who has duly registered and registered on site can take part.

(2) The organiser will inform the participants of organisational measures before the start of the event. The instructions of the organiser and its appropriately identified personnel must be followed at all times. In the event of violations that could disrupt the orderly course of the event or endanger the safety of the other participants, the organiser is entitled to exclude the person concerned from the event at any time. Legally binding declarations may only be made to participants by the organiser's authorised personnel.

(3) All instructions and specifications contained in the invitation to tender constitute a direct contractual obligation on the part of the participant. Claims of any kind in connection with the contract or the services provided by Volkswagen AG and PLAN B event company GmbH must be asserted by the participant against Volkswagen AG and PLAN B event company GmbH within one month of the contractually agreed end of the GBE.

### § 3 Registration - Confirmation of registration - Travel package - Terms of payment - Expense fees

(1) Participation in the Volkswagen R GRAVELBIKE Experience 2024 is free of charge, only the travel package is subject to a fee and must be booked in combination with the participation.

(2) Registration can only be made online on the homepage [www.gravelbike-experience.com](http://www.gravelbike-experience.com) via the corresponding "Datasport registration portal". Registration is binding for participants. The travel package must also be booked when registering for the GBE. Once registration has been completed, participants will receive a confirmation including confirmation of payment for the travel package. A binding contract for participation in the event is only concluded upon receipt of the confirmation of registration. Payment of 100% of the fee is due immediately upon registration. If the fee is not paid on time, the organiser has the right to withdraw from the contract by revoking the registration confirmation. In this case, a flat-rate cancellation fee of € 50,- per participant will be charged.

(3) GBE offers different travel packages:

- Route package – 4 nights € 899,- per person in a double room; € 1160 in a single room;
- Accompanying person – 4 nights for accompanying persons including evening events: € 590,-
- Combination package – 8 nights € 1.599 per person in a double room; € 1999 in a single room;
- Accompanying person – 8 nights for accompanying persons including evening events: € 1.060,-

The exact scope of the respective packages can be found at [www.gravelbike-experience.com](http://www.gravelbike-experience.com).

(4) Payments can be made by participants in five different ways:

- SOFORT Überweisung (instant payment)
- PayPal
- Voucher
- Credit card
- SEPA direct debit

(5) PLAN B event company GmbH as the organising event agency will send a confirmation of registration to the participants after receipt of the registration and payment of the fee. The organiser reserves the right to exclude a participant from the event at any time if the participant has provided false personal data when registering.

(6) Participation is only transferable to a third party up to and including 15.04.2024 in agreement with the organiser for a fee of € 50,- .

(7) Participants will receive the welcome bag when they register on site. The welcome bag will not be sent out.

(8) PLAN B event company GmbH may, on behalf of Volkswagen AG, exclude the participant from the event/cancel the contract with the participant if:

- the participant persistently disrupts the event or endangers himself or others,
- the participant does not follow the instructions of the event management or staff,
- he/she behaves in such a way contrary to the contract that the immediate cancellation of the contract is justified.

In this case, PLAN B event company GmbH is entitled to the fee for the travel package.

(9) The following cancellation conditions apply to GBE 2024:

- The participant can cancel the booked event at any time.
- In the event of cancellation by 15.04.2024, we will refund 50% of the travel package.
- No refunds are possible after this deadline.
- Refunds will be made within 30 days of receipt of the written cancellation.

**It is recommended that you take out private travel cancellation and mountain insurance in advance.**

(10) Cancellation of the registration by the participant can only be made in writing.

(11) The organiser sets an organisational limit of 80 participants per event. Registrations that exceed this limit will not be accepted.

#### **§ 4 Cancellation of the event - non-participation**

In the event of cancellation of the event or individual stages due to force majeure (e.g. bad weather, pandemics), non-commencement or cancellation of the event for reasons for which the organiser Volkswagen AG and the commissioned agency PLAN B event company GmbH are not responsible, the participant shall not be entitled to a refund/pro rata refund of the fee for the travel package or to compensation for other damages, such as travel or accommodation costs.

#### **§ 5 Exclusion of liability**

(1) With the specified registration, the participant bindingly registers for the Volkswagen R GRAVELBIKE EXPERIENCE and thereby assures, without further examination by the organiser, that he is informed about the information and specifications of the conditions of participation and accepts them in their entirety.

(2) Claims for damages by the participant against the organiser and PLAN B event company GmbH, on whatever legal grounds, are excluded. This does not apply if the organiser, its legal representatives or vicarious agents have acted with intent or gross negligence or if liability is mandatory due to damages attributable to the organiser arising from injury to life, limb, health or the breach of essential contractual obligations.

(3) The participant recognises and accepts the terms and conditions of participation and travel in full. He expressly declares that he has read, understood and accepted all the rules, regulations and conditions contained therein.

(4) The participant agrees to the publication of photographic material from the event for advertising purposes.

(5) By providing his e-mail address, the participant agrees that PLAN B event company GmbH may use it to send information to him on behalf of Volkswagen AG.

(6) The participant declares with his signature that he is participating in the event at his own risk and that he is sufficiently insured against accidents (also abroad). Furthermore, at the start of the event, the participant bindingly declares that there are no health concerns against his participation and that his fitness level and technical skills meet the requirements of such an alpine, guided tour over a total of three days.

Neither the organiser nor the agency carrying out the tour assume any liability for health risks of the participant in connection with participation in this event. It is the responsibility of the participant to check his state of health beforehand.

(7) Neither the organiser nor the agency carrying out the event accept any liability for lost valuables, items of clothing, especially during luggage transport (clothes bags, drop bags, luggage, bike return transfer, etc.)

(8) Neither the organiser nor the executing agency shall be liable for any reduction in performance resulting from the participant being prevented from participating in whole or in part due to legal regulations and/or official orders.

(9) If third parties are commissioned by the participant or the organiser or by the executing agency, e.g. rescue services, the costs incurred shall be borne by the participant or the organiser shall have the right to collect any costs incurred from the participant.

(10) It is strongly recommended that you take out private international health insurance that also covers helicopter missions and repatriation transport.

## **§ 6 Data collection and utilisation**

(1) The personal data provided by the participant when registering will be stored and processed only for the purposes of organising and running the event. This applies in particular to the data required for payment processing (§ 28 Federal Data Protection Act). By registering, the participant consents to the storage of data for this purpose.

(2) The participant agrees that the photos, film recordings and interviews made in connection with his participation in the event may be distributed and published in social media, radio, television, print media, books, photomechanical reproductions (films, clips, etc.) without entitlement to remuneration. In addition, the participant agrees to the disclosure of his personal data for the purpose of sending photos of the participant, which will be produced by a company commissioned by the organizer.

(3) The participant may object to the forwarding and publication of his personal data to the organiser in writing, by post or e-mail.

(4) By providing his e-mail address, the participant agrees that PLAN B event company GmbH may use it to send information to him on behalf of Volkswagen AG.

## **§ 7 Statute of limitations**

Claims of the participant against Volkswagen AG and PLAN B event company GmbH, irrespective of the legal grounds, expire one year after the contractually agreed end of the event.

The place of jurisdiction for disputes arising from the travel contract concluded with the participant is Munich. The entire legal and travel contract relationship between Volkswagen AG and the participant or PLAN B event company GmbH and the participant shall be governed exclusively by German law.

### **ORGANISER**

Volkswagen AG  
Berliner Ring 2  
D-38440 Wolfsburg  
Email: [vwr-marketing@volkswagen.de](mailto:vwr-marketing@volkswagen.de)

### **ORGANISATION**

PLAN B event company GmbH  
Mühlweg 1b  
82054 Sauerlach  
Tel. +49-8104 8880226  
Email: [info@planb-event.com](mailto:info@planb-event.com)