

TERMS AND CONDITIONS

GRAVEL MARATHON SCHLIERSEE-THIERSEE 2027

§ 1 Application – Validity

(1) The GRAVEL MARATHON SCHLIERSEE-THIERSEE 2027 (hereinafter referred to as "GST") is an event organized by PLAN B event company GmbH and Trail Magazin.

(2) The General Terms and Conditions are published online at gravel-marathon.de. They form an integral part of the contract between the organizer and the participant in the version valid at the time of registration.

§ 2 Conditions of Participation – Safety Measures

(1) All healthy, experienced, and well-trained runners who have reached the age of 18 (for exceptions, see §3) are eligible to participate. Each participant bears full personal responsibility for his or her state of health. They must be aware of the distance and specific conditions (cold, possible snow, rain, wind, elevation gain) of the event and prepare accordingly. Anyone who has properly registered and is in possession of an official GST race number may participate.

(2) The organizer will inform participants of any organizational measures before the start of the event. The instructions of the organizer and its appropriately identified staff must be strictly followed. In the event of violations that disrupt the proper conduct of the event or endanger the safety of other participants, the organizer is entitled to exclude the person in question from the event at any time and/or to disqualify them. Legally binding statements may only be made to participants by authorized representatives of the organizer. The participant expressly agrees, should the need arise, to acknowledge and strictly comply with the COVID-19 measures of the organizer and the authorities in effect during the event period!

(3) All rules, notices, and requirements contained in the call for entries and in supplementary instructions constitute a direct contractual obligation on the part of the participant. Claims of any kind arising in connection with the contract or the services provided by PLAN B event company GmbH and Trail Magazine must be asserted by the participant after the end of the event, within one month of the contractually stipulated end of the GST, against PLAN B event company GmbH and Trail Magazin.

§ 3 Registration – Participation Fee – Registration Confirmation – Payment Terms – Refunds – Cancellation – Insurance – Transponder/Timing

(1) Registration takes place online on the website. Registration is binding for participants. Once registration is complete, participants will receive a confirmation that constitutes the binding contract for participation in the event. Payment in full is due directly upon registration. If the participation fee is not paid by the deadline—4 weeks after registration—the registration will be canceled and the starting spot will be released.

(2) The participation fees for the individual races are as follows: -> as of January 2, 2027

- | | |
|--------|-----------------------------------|
| • 42K: | €98 per person -> €108 per person |
| • 33K: | €77 per person -> €87 per person |
| • 21K: | €64 per person -> €74 per person |

Teenagers aged 15–17 may participate in the half marathon with written consent from their legal guardians for a fee of €34.

The exact scope of services included with a race entry can be found on the website. A late registration fee of €20.00 applies for on-site registration.

(3) Payments can be made in three different ways:

- PayPal
- Credit card
- SEPA direct debit

(4) Upon receipt of the registration and the participation fee, the organizer will send a confirmation of registration to the participants. The organizer reserves the right to disqualify a participant and/or exclude them from the event at any time if they have provided false personal information during registration, are subject to a suspension by an international or national federation, or if there is suspicion that the participant is competing after taking unauthorized substances (doping).

(5) As part of the registration process, participants will receive their race packets only upon submission of their digitally signed liability waiver. Participants must personally pick up their race number and sign the liability waiver.

(6) PLAN B event company GmbH and Trail Magazin may exclude a participant from the event or terminate the contract with the participant if:

- the participant violates the regulations and/or the rules and instructions (before or during the event).
- the participant significantly disrupts the event or endangers themselves or others.
- they fail to follow the instructions of the event management or staff.

- they behave in a manner so contrary to the contract that immediate termination of the contract is justified.

If PLAN B event company GmbH or Trail Magazin terminates the contract with the participant, they are entitled to retain the participation fee.

(7) The following cancellation policy applies:

- For cancellations made by January 31, 2027, we will refund 50% of the entry fee.
- After the aforementioned deadline has passed, no refund of the entry fee will be issued. Pre-ordered merchandise items are non-refundable; they will be shipped to the participant's specified address after the event.
- Refunds will be issued within 14 business days of receiving written notice of cancellation.
- Participation may be transferred to a third party only once, with the organizer's approval, by February 28, 2027, for a fee of 15 euros. A transfer after this date is no longer possible.

Since the race numbers are personalized, they may be transferred to a third party only by the organizer, not by the participant.

It is recommended that you purchase private travel cancellation insurance in advance; it is also advisable to purchase insurance that includes mountain rescue coverage.

(8) The participant may cancel this registration only in writing.

§ 4 Cancellation of the Event – Failure to Start

(1) In the event of cancellation of the event, failure to start, or interruption of the race for reasons beyond the organizer's control, the participant is not entitled to a refund or pro-rated refund of the entry fee, nor to compensation for other damages such as travel or lodging expenses.

(2) If a registered participant does not appear at the starting line, there is no entitlement to a refund of the entry fee.

§ 5 Disclaimer of Liability

(1) By completing the required registration, the participant bindingly registers for the event of their choice organized by PLAN B event company GmbH and Trail Magazine and thereby certifies, without further verification by the organizer, that they possess the specific prior experience and knowledge specified in Section 1 of the Rules.

(2) Claims for damages by the participant against the organizer, regardless of the legal basis, are excluded. This does not apply if the organizer, its legal representatives, or vicarious agents have acted with intent or gross negligence, or for damages for which the organizer is strictly liable, such as injury to life, limb, health, or breach of material contractual obligations.

(3) The participant agrees to undergo any checks ordered by the organizer.

(4) The participant is fully aware of and accepts the terms and conditions of participation and the applicable rules. The participant expressly declares that he or she has fully read, understood, and accepted all rules, regulations, and conditions contained therein.

(5) By signing this document, the participant declares that he or she is participating in the event at his or her own risk and that he or she is adequately insured against accidents (including those occurring abroad).

(6) The organizer assumes no liability for any health risks the participant may face in connection with participation in this event. Upon the start of the event, the participant bindingly declares that there are no health concerns preventing his or her participation and that his or her physical fitness level meets the requirements of such an endurance competition. The participant is responsible for ensuring that his or her equipment is in proper working order in accordance with the rules.

(7) The organizer assumes no liability for lost valuables, clothing, or equipment, including during baggage transport (clothing bags, drop bags, etc.).

(8) The organizer is not liable for any reduction in performance resulting from the participant being wholly or partially prevented from participating due to legal regulations and/or official orders.

(9) If the participant or the organizer engages third parties—e.g., to alert emergency services—the resulting costs must be borne by the participant; alternatively, the organizer has the right to recover any costs incurred from the participant.

(10) It is strongly recommended that participants obtain private international health insurance that also covers helicopter rescue operations and repatriation.

§ 6 Data Collection and Use

(1) By registering, the participant agrees that the data provided in the registration form may be collected for the purposes of timekeeping, placement, and results, and may be disclosed to third parties and published on the Internet.

(2) The personal data provided by the participant upon registration will be stored and processed solely for the purposes of organizing and conducting the event. This applies in particular to the data necessary for payment processing (§ 28 of the Federal Data Protection Act). By registering, the participant consents to the storage of this data for this purpose.

(3) The participant agrees that photographs, video recordings, and interviews taken in connection with their participation in the event may be distributed and published in radio, television, print media, books, and social media (e.g., Instagram, the event website, the PLAN B/Trail Magazine homepage, YouTube, etc.) without any entitlement to compensation. In addition, the participant consents to the transfer of their personal data for the purpose of receiving photos produced by a company commissioned by the organizer. However, this does not constitute a declaration by the participant that they wish to purchase such a photo.

(4) The participant agrees to the publication of his or her last name, first name, year of birth, team name, bib number, and results (placements and times) in all event-related print media (participant list, results list, etc.) and in all electronic media, such as the Internet.

(5) The participant may object to the disclosure and publication of their personal data by the organizer in writing, by fax, or by email.

(6) By providing their email address, the participant agrees that PLAN B event company GmbH and Trail Magazin may use it to send information to them.

§ 7 Statute of Limitations

Any claims by the participant against PLAN B event company GmbH and Trail Magazine, regardless of their legal basis, are subject to a one-year statute of limitations beginning one year after the contractually agreed-upon end of the event.

The place of jurisdiction for disputes arising from the contract concluded with the participant is Munich. German law applies exclusively to the entire legal and contractual relationship between PLAN B event company GmbH, Trail Magazine, and the participant.

Note: For the sake of readability, the masculine form has been used in parts of the text; nevertheless, the information applies to individuals of all genders.

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