

# General Terms and Conditions of Entry

**Berlin läuft! GmbH**  
represented by the Managing Directors  
**Gerhard Janetzky and Christoph Kopp**  
**Olympischer Platz 5**  
**14053 Berlin, Germany**

**entered in the commercial register**  
**of the Charlottenburg District Court**  
**under HRB 108745B**

## **§ 1 Scope**

With the exception of the purchase and sale of merchandise, the following terms and conditions of entry shall apply exclusively to the legal relationship between Berlin läuft! GmbH and the entrant. The general ‘shop’ terms and conditions of Berlin läuft! GmbH shall apply exclusively to the purchase and sale of merchandise. Berlin läuft! GmbH shall not accept any divergent conditions by the entrant unless it has expressly approved such conditions in writing.

## **§ 2 Contract conclusion**

Berlin läuft! GmbH provides services relating to the organisation and implementation of various races and sport events (hereinafter referred to as events). Upon receipt of the signed and completed registration form or the electronic registration via Berlin läuft! GmbH’s website, a contract relating to the organisation and implementation of the particular event specified in the registration form or, in the case of electronic registration, on Berlin läuft! GmbH’s website is concluded between the entrant and Berlin läuft! GmbH. This applies exclusively to entrants who are, at the time of the event, of the required age as specified in the event announcement.

## **§ 3 Cancellation clause**

### **Right of withdrawal**

**The entrant may withdraw his/her declaration of agreement in writing (e.g. letter, fax, e-mail) within two weeks without stating reasons. The 2-week period commences upon the receipt of this cancellation clause in writing. It shall not commence before the contract has been concluded or before Berlin läuft! GmbH has complied with its information duties under Section 312c (2) German Civil Code (BGB) in connection with Section 1 (1, 2 and 4) of the German Civil Code’s**

**Regulation on Information Duties (*BGB-InfoV*) as well as its duties under Section 312e (1) clause 1 *BGB* in connection with Section 3 *BGB-InfoV*. Sending a notification of cancellation or returning the merchandise is sufficient as long as it is posted before the deadline.**

**The cancellation shall be addressed to:**

**Berlin läuft! GmbH            or [info@berlin-laeuft.de](mailto:info@berlin-laeuft.de)  
Olympischer Platz 5  
14053 Berlin  
Germany**

**or by telephone:  
+49 (0)30 243 199 11**

### **Consequences of cancellation**

**In the case of effective cancellation, the services received by one party shall be returned to the other party and any capitalized earnings (e.g. interest) shall be released. Should the entrant fail to return the rendered service either in part or in whole or return it in worse condition, the entrant may be obliged to compensate Berlin läuft! GmbH for any loss in value. Obligations to compensate must be complied with within a period of 30 days. For the entrant, the respective period commences upon the entrant's dispatch of his/her cancellation, for Berlin läuft! GmbH, this period commences upon the receipt of such cancellation.**

**In the case of services, the entrant's right to cancellation shall expire prematurely if Berlin läuft! GmbH has commenced providing the service before the expiry of the cancellation period with the entrants' express approval or if the entrant him/herself has arranged for the provision of the service.**

***Berlin läuft! GmbH***

**- end of cancellation clause -**

### **§ 4 Subject matter of the contract / terms of payment**

- (1) Berlin läuft! GmbH undertakes to organise and implement the event in accordance with the provisions (*IWB*) of the German Track and Field Association (*Deutscher Leichtathletik-Verband, DLV*) and the *IAAF* under the supervision of the responsible local track and field association. For this purpose, the company may collaborate with partners. The entrant's right to participate in the event is a personal, non-transferable right.**
- (2) The entrant is obliged to pay the entry fee. Berlin läuft! GmbH shall collect the entry fee using the method of payment specified by the entrant in the registration form or, in the case of electronic registration, on the website of Berlin läuft! GmbH.**

- (3) Should the entrant have consented to a direct debiting of his/her account or credit card as specified in the registration form or the electronic registration via Berlin läuft! GmbH's website and a withdrawal in the chosen manner is not possible due to lack of funds on the account, the entrant shall compensate Berlin läuft! GmbH for all charges arising in connection with return debit notes. The same applies if the entrant contests Berlin läuft! GmbH's direct debit order without factual reason.

## **§ 5 Withdrawal**

- (1) Should the entrant withdraw from the contract through no fault of Berlin läuft! GmbH's or should he/she fail to appear at the start of the race, he/she shall not be entitled to any repayment of the entry fee as organisational fee.
- (2) Paragraph 1 also applies if the entrant fails to appear due to illness.
- (3) Should the event be cancelled due to weather conditions, other cases of force majeure or official decree through no fault of Berlin läuft! GmbH's, such cancellation is deemed to be a withdrawal by Berlin läuft! GmbH. In this case, Berlin läuft! GmbH is entitled to a compensation claim against the entrant in accordance with § 5 (1).

## **§ 6 Default / default damage**

Should Berlin läuft! GmbH be prevented from collecting the entry fee when payable due to the entrant's fault, the entrant is deemed to have defaulted on his/her payment upon receipt of a reminder. Should the entrant fail to pay the fee in response to the reminder, he/she is obliged to compensate Berlin läuft! GmbH for the damage arising through each further reminder. The respective compensation consists of a lump sum of € 8.50 unless the entrant submits proof that no damage has arisen or that the damage is substantially lower than the lump sum.

## **§ 7 Offsetting / withholding**

The entrant may not offset any claims against the claims of Berlin läuft! GmbH unless such claims are undisputed or legally binding.

## **§ 8 Limitation of liability**

Liability for damage caused by a negligent violation of duties on behalf of Berlin läuft! GmbH is excluded unless it relates to damage arising from injury to life, body or health.

## **§ 9 Declaration regarding the state of health**

- (1) Upon registering for the event, the entrant declares that his/her health has been checked by a specialist and that there are no objections against his/her

participation in the event on grounds of health. The entrant furthermore declares that he/she has done adequate training for this event. In the case whereby the entrant is at risk of recognisable damage to his/her health, the entrant hereby agrees that Berlin läuft! GmbH is entitled to prohibit his/her (further) participation in the event.

## **§ 10 Chip rental, purchase of chip, timing**

- (1) Timing is exclusively based on ChampionChip®.
- (2) Unless entrants provide the chip themselves, it will be handed to the entrant before the event together with the entry documents. Upon conclusion of this contract, the entrant and Berlin läuft! GmbH also conclude a chip rental agreement for the duration of the event. This agreement expires no later than at 3 p.m. on the day of the event. The rental fee amounts to € 6.00.
- (3) Should the entrant fail to return the chip to Berlin läuft! GmbH at the end of the event and no later than 3 p.m. on the day of the event, the entrant shall compensate Berlin läuft! GmbH for the damage arising from the delayed return. The compensation shall amount to a lump sum of € 25.00 unless the entrant submits proof that no damage has arisen or that the damage is substantially lower than the lump sum.
- (4) Should the entry number allocated to the entrant for the duration of the event be tampered with in any way, in particular should the advertising print be invisible or unrecognisable, the entrant shall not be timed (disqualification).

## **§ 11 Data protection / information processing / applicable law**

- (1) Berlin läuft! GmbH shall use the personal data supplied by the entrant for no purposes other than processing the contract and the event as well as information purposes in connection with future sports and leisure events involving Berlin läuft! GmbH. Entrants may object to the use or transfer of their data for advertising or market / opinion research purposes to Berlin läuft! GmbH.
- (2) The entrant consents to the dissemination, circulation and publication of the photos, film recordings and interviews made in connection with the event on radio, TV, printed media, books or photomechanical duplication (films, video tapes, etc.), also for advertising purposes, without being entitled to remuneration. The entrant hereby agrees to the transfer of personal data to companies commissioned by Berlin läuft! GmbH with the photographing of the entrant during the event and his/her crossing of the finishing line.
- (3) The entrant furthermore agrees to the transfer of the collected personal data for the purpose of processing his/her registration, including the collection of the

fee, his/her timing, the preparation of result lists and the placing of these lists on the Internet.

- (4) The entrant agrees to have his/her name, first name, year of birth, association, entry number and results (position and times) published in all event-related media (list of entrants, list of results, Internet, etc.).

Last amended: December 2009