

General Terms and Conditions of Entry

**Golazo Sports GmbH
represented by the Managing Director
Bob Verbeeck
Maxdorfer Steig 7
10713 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 Golazo Sports GmbH and the entrant. The general 'shop' terms and conditions of Golazo Sports GmbH shall apply exclusively to the purchase and sale of merchandise. Golazo Sports GmbH shall not accept any divergent conditions by the entrant unless it has expressly approved such conditions in writing.

§ 2 Contract conclusion

Golazo Sports 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 Golazo Sports 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 Golazo Sports GmbH's website is concluded between the entrant and Golazo Sports 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 Golazo Sports 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:

Golazo Sports GmbH or **info@berlin-laeuft.de**
Maxdorfer Steig 7
10713 Berlin
Germany

or by telephone:
+49 (0)30 243 199 77

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 Golazo Sports 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 Golazo Sports 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 Golazo Sports 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.

Golazo Sports GmbH
- end of cancellation clause -

§ 4 Subject matter of the contract / terms of payment

- (1) Golazo Sports GmbH undertakes to organise and implement the event in accordance with the provisions (*IWB*) of the German Athletics Association (*Deutscher Leichtathletik-Verband, DLV*) and the *IAAF* under the supervision of the responsible local athletics 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. Golazo Sports GmbH or Mika Timing GmbH, who is authorized by Golazo Sports 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 Golazo Sports GmbH. In case of direct debit payment (SEPA), the participant is obliged to give the IBAN and BIC code. In case of electronic registration and registration by registration form the participant authorizes Mika Timing GmbH to withdrawal the amount. The withdrawal will be announced by Mika Timing GmbH by e-mail (Pre-Notification).

Late registration on the race documents collection and on events day, are only possible by cash payment or electronic cash (except credit card).

- (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 Golazo Sports 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 Golazo Sports GmbH for all charges arising in connection with return debit notes. The same applies if the entrant contests Golazo Sports GmbH's direct debit order without factual reason.

§ 5 Withdrawal

- (1) Should the entrant withdraw from the contract through no fault of Golazo Sports 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) Paragraphs 1 and 2 do not apply if the participant at registration has booked the "money-back-guarantee".

"Money-back-guarantee": the registration fee will be paid back due net if the participant is not able to start at the respective event for the following reasons: disease, occupational prevention, loss of employment.

Reimbursement of costs will be made only on presentation of a medical certificate or confirmation of the employer.

- (4) Should the event be cancelled due to weather conditions, other cases of force majeure or official decree through no fault of Golazo Sports GmbH's, such cancellation is deemed to be a withdrawal by Golazo Sports GmbH. In this case, Golazo Sports GmbH is entitled to a compensation claim against the entrant in accordance with § 5 (1).

§ 6 Default / default damage

Should Golazo Sports 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 Golazo Sports 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 Golazo Sports 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 Golazo Sports GmbH is excluded unless it relates to damage arising from injury to life, body or health.

§ 9 Declaration regarding the state of health

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 Golazo Sports 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® by Mika Timing GmbH. Time measurement by ChampionChip® is obligatory for all participants regardless of the competition, except Child's Run.
- (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 Golazo Sports GmbH also conclude a chip rental agreement for the duration of the event. This agreement expires no later than at 2 hours after the event. The rental fee amounts to € 6.00.
- (3) Should the entrant fail to return the chip to Golazo Sports GmbH at the end of the event and no later than 2 hours after the event the entrant shall compensate Golazo Sports GmbH for the damage arising from the delayed return. The compensation shall amount to a lump of sum of € 25.00 unless the entrant submits proof that no damage has arisen or that the damage is substantially lower than the lump of 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) Golazo Sports 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 Golazo Sports GmbH. Entrants may object to the use or transfer of their data for advertising or market / opinion research purposes to Golazo Sports 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 Golazo Sports 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: January 2016