

## TERMS & CONDITIONS OF PARTICIPATION

### General Terms & Conditions for the participation of children in SCC EVENTS sporting events

The following English version of the General Terms & Conditions for Participation is provided solely to aid in understanding. In the event of any conflicts arising about wording, the German original version shall be exclusively binding for all parties involved.

#### PREAMBLE

These terms & conditions of participation ("regulations") apply to the children participating in our sporting events. We are SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Strasse/Adlerplatz, 14053 Berlin.

Sport-Club Charlottenburg e.V. (Waldschulallee 34, 14055 Berlin (AG Charlottenburg VReg.-Nr. 366Nz) is an organiser of sports events. It has commissioned us with the promotion and implementation of their sports events. Therefore, we are authorised to implement the sports events and to conclude contracts with the participants ("you") directly.

#### §1 When and for what do these rules apply?

These rules apply to all children and their legal representatives (parents, guardians, etc.) who have registered for our sports events. The current version of the regulations can be found online at <https://www.scc-events.com/en/terms-of-participation>. Adults have separate conditions of participation. You can also find them here: <https://www.scc-events.com/en/terms-of-participation>.

#### §2 How do you register for a sports event?

You can register at the events on site or online. To register on our website, you require a user account. You must be of legal age to open a user account. You can ask a parent or other legal guardian to register you through their account.

#### §3 Participation in the races, health, support at the race

We offer different races for different age groups. Please note that you are only allowed to participate in races offered for your age group.

Please do not participate if you are sick, not feeling well or in pain. If you are not sure if you feel well, please go to your parents/guardians or see one of our contact persons at the course or go straight to the paramedics / doctors on site.

Children may participate at the race alone. Up to the age of 10, adult friends, parents and other adults may accompany you on the course if desired. However, no sports equipment or other aids may be used. The only exception to this rule is if we notify you of an exception or if you are unable to complete the race without assistance, e.g. due to a disability. In this case, please send us a message in advance via our contact form at the website <https://www.scc-events.com/en/contact> so that we can find a solution.

We recommend athletic clothing. Please remember to protect yourselves from wind and/or sun.

#### **§4 Other important points; exclusion from the event**

Behave towards the other children and us as you would like to be treated and we will all have a lot of fun together.

Please listen to the announcements of our staff and the paramedics and doctors.

We would like to remind you and your parents not to take photos of other children unless you have their permission.

Anyone who does not comply with these rules will be warned by our staff and may be excluded from the event.

#### **§5 Prerequisite for participation, consent of the legal guardian, payment; start number**

When registering on site, children up to the age of seven (7) must be registered by their legal guardians. If you are older than seven, you can register on your own, but you need the consent of your guardian if you are under 14 years old, and you must pay in cash.

If you require consent (see previous paragraph), you must provide it before the start. If you are not registered through an adult account, consent can be provided by either coming to the event with a legal guardian or bringing a written consent form.

In order to participate in our events, a small entry fee must be paid. If we have not received the money before the start, exclusion from the race is possible.

If you paid but you do not participate, there are no refunds. The situation is different if you have a so-called legal right of withdrawal.

In order to participate in the race, you need a race number. These will be issued on site. Before the race numbers are issued, we will check the registration to see if everything has been paid and, if you need the consent of a parent / guardian, whether we have received this consent.

#### **§6 Safety; supervisory duty**

We have staff and helpers on site to make sure that the race can be run safely. They help when someone needs assistance and keep order if someone misbehaves.

Depending on your age, your parents are responsible for looking after you. We ask that your guardians keep an eye on their kids and do not to let participants under the age of four out of their sight.

#### **§7 Change of route or distance**

If you would like to participate in another discipline or run a different distance and let us know, we will check whether you meet the requirements for participation and will try to accommodate your request.

If you change to a more expensive race, you will have to pay the difference. If the new race is cheaper, you will get a refund. There is a 5-euro fee for changing events.

## **§8 Changes, information, instructions**

Sometimes we have to move the event to another place or time. This may be necessary, for example, because the weather is not cooperating or the course needs to be repaired and we are concerned that something could happen to you, your parents or your accompanying persons.

Since COVID, we know that sometimes events can only be held when you or your legal guardians give us proof that you are healthy and/or vaccinated (something with certificates or an app on your smartphone).

In these exceptional cases, we will inform you and/or your legal representatives as soon as possible. Please always check our website before the event.

Please also pay attention to the instructions of our staff and the local medical service. They can also inform you of changes and important information.

## **§9 Timing**

For the older children, the races will be timed. Depending on the race, you will receive a disposable or borrowed timing transponder from us. You must return the borrowed transponder after the race.

There is no timekeeping for the Bambini races.

## **§10 Public event, image and sound recordings**

### 10.1 Processing of your personal data, publication, results database

Your personal data provided during registration (such as name, age, address), will be stored and processed by us in order to carry out the sports event and also to be able to print running results on personalized certificates. Further, we may also use this data in case you need medical care in connection with your participation. Finally, we may use the data for payment processing.

We may use your personal data because you want to participate in one of our events and we need to process the data to enable you to participate. This is permitted according to Art. 6 para. 1 p. 1 lit. b DSGVO.

We will also store your personal data collected by us in this context after the event (fulfillment of the contract) until the expiry of the statutory limitation period. This lasts from the event in which you participated until the end of the year plus three more years. The situation is different if we are required by law to store data for a longer period or if the participants or their legal representatives have consented to further storage in accordance with Art. 6 Para. 1 Sentence 1 lit. a DSGVO.

### 10.2 Publication of results, results database

After our events, we publish the names, first names, year of birth, nationality, gender, club if applicable, start number and result (placing and times) of the participants in results lists. We can publish these result lists in the relevant media accompanying the event (e.g. program booklet and result booklet or Internet) and pass them on for publication by third parties (e.g. newspapers, result services, etc.). We also store each results list in our - historical - results database.

Because we have our own legitimate interest in the data processing and disclosure, we are allowed to do this according to Art. 6 para. 1 p. 1 lit. f DSGVO.

### 10.3 Public event, image and sound recordings

Our events are public events. So, reporters may be covering them, and photographers may be taking pictures or filming you for TV or the newspaper.

We also may take photos of you, film you or interview you. We do this because we want to report about our events on our website, in the social media or in our magazines. We respect your rights and will ask you and/or your parents beforehand if it is OK.

## **§11 What happens if something goes wrong? (Liability, Force majeure)**

Sometimes things can go wrong, and someone gets hurt or things get damaged. It may be that the person who caused the damage has to compensate for the damage and pay for it (for example, to see the doctor or for a pair of torn trousers).

### 11.1 For which damages we are liable

We must pay for any damage caused if we have acted culpably, meaning if we or our helpers have caused an accident deliberately (with so-called intent). This would be the case, for example, if someone intentionally tripped you. We are also at fault if we or our helpers were very careless (gross negligence). In both cases we would have to pay for all the damage caused. If we were only a little bit careless (slight negligence), we also pay for compensation for damages resulting from injury to life, body or health of persons; not, however, if only property was damaged.

In the event of a negligent breach of an essential contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which you may regularly rely (so-called cardinal obligation), we shall only compensate for the damage that could typically be expected.

### 11.2 Cancellation, discontinuation of the event for which we are not responsible

It can happen that our event has to be cancelled or changed and we are not responsible for the cancellation. For example, the police might prevent us from holding our event in whole or in part, or there might be a big storm and we have to cancel the event to protect you and the other people there.

If our event does not take place as planned and you cannot participate, your entry fee will be refunded. However, you cannot demand compensation for any damage caused to you due to the cancellation / exclusion.

## **§12 No right of withdrawal**

There is no right of withdrawal. Therefore, you cannot cancel your registration two weeks after you have registered and claim your money back. This is because our events are designed for your leisure and take place on a fixed date and at a fixed time (§ 312g Abs. 2 Nr. 9 BGB). So, if you register (§ 2 of these rules), you must pay, regardless of whether you take part in the race or not.

### **§13 Final provisions**

In the event that one or more provisions of these rules are or become invalid, the other provisions shall remain valid.

If we have a dispute in connection with these rules, these rules shall be judged according to German law. In the event that you do not live in Germany, we agree that our dispute shall be settled before a Berlin court.

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