

## TERMS & CONDITIONS OF PARTICIPATION

**General Terms & Conditions for the participation of school students in SCC EVENTS sporting events in cooperation with the Berlin Senate Department for Education, Schools and Family and the Ministry for Education, Youth and Sport of the State of Brandenburg.**

*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 ("Rules") apply to students participating in the sporting events organised by SCC EVENTS GmbH together with the Senate Department for Education, Schools and Families (School Sport Division) in Berlin and the Ministry for Education, Youth and Sport of the State of Brandenburg. 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 the organiser of the sports events. It has commissioned us with the organisation and implementation of the sports events. Therefore, we are allowed to carry out the sports events and to conclude contracts with the participants ("you").

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

These rules apply to all school students and their legal representatives (parents, legal guardians, etc.) who have been registered through their school for a sporting event organised by SCC EVENTS GmbH in cooperation with the Senate Department for Education, Schools and Families (School Sport Division) and the Ministry for Education, Youth and Sport of the State of Brandenburg, or who have registered as an individual starter for such an event. The current version of the Terms & Conditions of participation can be found on the Internet at <https://www.scc-events.com/teilnahmebedingungen>. Adults have their own Terms & Conditions of participation. You can download them here: <https://www.scc-events.com/teilnahmebedingungen>.

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

Registration for one of the school races takes place directly via the school. The schools will receive all the information on the announcement with instructions on how to register by email via the Senate administrations (Berlin: Senate Administration for Education, Schools and Family; Brandenburg: Ministry for Education, Youth and Sport of the State of Brandenburg).

Registration is possible online at (<https://login.scc-events.com/s/teacher-registration>).

To register as an individual starter (only possible for the mini-marathon as part of the Berlin-Marathon), it is necessary to contact SCC EVENTS via the contact form on our homepage <https://www.bmw-berlin-marathon.com/juniors/mini-marathon/>, as an access code is required for this. Registration with the access code is done via the internet, <https://login.scc-events.com/>. You will need a user account to register on

our website. 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**

Please do not participate if you are ill, not feeling well or in pain. If you are not sure if you are well enough to participate, please ask your legal guardian or one of our contact persons at the course or go straight to see the paramedics / doctors on site.

You may not use any sports equipment or other aids, unless we explicitly allow it or you cannot complete the event without support - for example due to an impairment or chronic illness. In this case, please send us a message well in prior to the event using the contact form on our homepage <https://www.bmw-berlin-marathon.com/juniors/mini-marathon/> so that we can try to find a solution.

We recommend wearing athletic clothing. Please remember to protect yourself 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; race number**

When registering on site, you can register on your own, but you need the consent of your guardian until you are 14 years old and pay the participation fee with your pocket money. If you are registered through your teachers, a signed declaration of consent from your parents must be submitted to the school administration.

If you are registering as an individual and need consent (see previous paragraph), we will need this before you are allowed to compete. If you are not registered through an adult account, you can either come to the event with your legal guardian or bring a written consent form.

In order to participate in our events, an entry fee must be paid. If we have not received the money before the start, we may exclude you from the race.

The entry fee will be collected in advance by your teachers when you register through the school.

In the case of registrations via the school, re-registration of participants is possible up to a date specified in the announcement. If the limit of participants in the race has not been reached, late registrations are possible for a fee at the registration desk.

If you have already paid and then do not start, you cannot claim your money back. 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 for and, should you need the consent of a parent or guardian, whether we have this consent.

For school registrations, the starting documents will be collected by teachers or authorised persons of the schools for all participants of the school. Before the race numbers are handed out, we check the registration to see whether everything has been paid for and whether we have confirmation from the school management that all registered students are allowed to take part.

## **§6 Safety; Duty of supervision**

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

Depending on your age, your parents, teachers or adult companions are responsible for looking after you. Therefore, we ask your teachers, guardians and adult companions to keep an eye on the students.

## **§7 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 need to repair and we are concerned that something could happen to you, your parents or your companions.

Since the COVID pandemic, we know that sometimes events can only take place if 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 made by our staff and the local medical service. They may also inform you of changes and important information.

## **§ 8 Timekeeping**

At timed sporting events, we will measure your running time. Depending on the race, you will receive a disposable timing transponder from us or you can borrow a timing transponder from us, which must be returned after the race.

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

### **9.1 Processing of your personal data, publication, results database**

The personal data you provide when registering (such as name, age, school) will be stored and processed by us in order to carry out the sports event. We may also use this data if you need medical care in connection with your participation. Finally, we may also use the data for payment processing.

We may use your personal data because you would like 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 Sentence 1 lit. b GDPR.

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

## 9.2 Publication of results, results database

After our events we publish the last names, first names, school, race number and result (placing and time) of the participants in result lists. We (SCC EVENTS as well as the Berlin Senate Department for Education, Schools and Families and the Ministry for Education, Youth and Sports of the State of Brandenburg) may publish these results lists in the relevant media accompanying the event (e.g. programme booklet and results booklet or on the Internet) and pass them on for publication by third parties (e.g. newspapers, results services, etc.). We also store each results list in our historical results database.

Because we have our own legitimate interest in data processing and disclosure, we are permitted to do so pursuant to Art. 6 Para. 1 Sentence 1 lit. f GDPR.

## 9.3 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.

## **§ 10 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 money (for example, the money for the doctor or a pair of torn trousers).

### 10.1 Damages for which 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.

## 10.2 Cancellation, termination 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.

### **§ 11 No right of withdrawal**

If you register through your school, you can change participants free of charge up to the registration deadline, after the deadline and on the day of the event for a fee. Your school must inform us of the transfer from you to another participant.

If you are registered as an individual participant via the user account of your legal guardian, you have no right of withdrawal. This is because our events are designed for your leisure and take place at a set date and time (§ 312 Para. 2 No. 9 BGB). So, if you register (§ 2 of these rules), you must pay, whether or not you participate.

### **§ 12 Final Provisions**

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

If there is 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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