



General Terms and Conditions

GORE-TEX® TRANSALPINE-RUN

§ 1 Field of application - validity

(1) The GORE-TEX® TRANSALPINE-RUN (following called TAR) is an event of the PLAN B event company GmbH.

(2) Updated versions of these terms and conditions will be published on the homepage www.transalpine-run.com. They are, in their then-current form, part of the contract between organizer and participant.

§ 2 Terms and conditions of participation – safety measures

(1) Every experienced, healthy and well-trained runner/walker is entitled to start who have reached the age of 18. The TAR is a team race (2 persons per team). Participants take full, personal responsibility for their health standing. Any participant has to be officially registered and has to have the official starting bib for the TAR.

(2) Organizational measures will be announced to the participants by the organizer prior to the start of the event. Instructions of the organizer and event staff are to be followed without exception. If these instructions are not complied with and this disrupts the normal operational process or jeopardizes the safety of participants or visitors, the organizer is entitled to exclude or disqualify the participant in question. Legally binding declarations can be made to the participants by authorized event personnel only.

(3) All rules, hints and instructions contained in the invitation, the guides and supplementary instructions shall constitute a direct contractual obligation to the participant. Any claims concerning the contract or the services provided by PLAN B event company GmbH irrespective of its legal ground, are to be raised exclusively at the end of the event, i.e. within one month after the contractual end of the event, and exclusively towards PLAN B event company GmbH to the address indicated below.

§ 3 Registration – participation fee – terms of payment – reimbursement - cancellation

(1) Registrations can only be accepted on our homepage www.transalpine-run.com by registering online using the "web form". Registrations are binding for the applicant. After successful completion of the registration process the applicant will receive a confirmation including payment. A binding contract will only be accomplished after the applicant's receipt of that confirmation. The Payment must be made directly by registering. If the applicant fails to make the payment within the specified time, the organizer has the right to withdraw from the contract by revoking the registration confirmation. In this case the applicant will be charged a fee of € 50 for necessary expenditures on the part of the organizer.

(2) The entry fee of the TAR is € 1.500 per team. The services provided by PLAN B event company GmbH can be found on the homepage www.transalpine-run.com. Booking of the extra services (bus transfer or Transalpine-Run camp) is binding. These extra services have to be paid by cash at the registration before start.

(3) Payments can be made by:

- Direct debit
- PayPal
- Voucher
- Credit card

(4) The organizer will send the confirmation after receiving the registration application and the entry fee. The organizer reserves the right to exclude or disqualify a participant at any time, if he or she has provided false personal data, he or she is subject to a ban by an international/ a national association or if the participant is suspected of taking part in the race after having taken banned substances (doping).

(5) The right to participate is not transferable without explicit approval of the organizer. It is possible to change one time until August 25th 2017 (once one runner or the whole team). There is a working fee of € 50,00 for that. From August 26th 2017 to September 1st 2017 it is also possible to change it one time with a working fee of € 150,00. Starting positions are personalized and thus transferable only by the organizer, but not by the participant.

(6) If a registered participant does not enter the race or declares to the organizer his or her withdrawal, he or she is not entitled to a refund of the entry fee or get the starter package by mail.

(7) In the registration process, the participant will receive the necessary documents only if he or she provides his/her personalised liability disclaimer or identity card/passport. Should the participant be unable to pick up those documents in person, he or she must give a third person power of attorney, the original signed waiver of liability and a copy of his/her ID to do it for him/her. The documents cannot be mailed.

(8) The PLAN B event company GmbH reserve the right to exclude or cancel the contract with a participant of the event if:

- he or she violates the regulations and/or rules and instructions (before or during the event),
- he or she keeps disturbing the event or jeopardizes his/her own safety or the safety of someone else or endangers his/her own safety or safety of others,
- he or she fails to comply with the instructions of the event management or staff members,
- the participant disturbs materially the fulfilment of the contract in any other way or his/her behaviour is not in conformity with the contract in such a way that an immediate termination of the contract becomes justified.

In the event a contract is terminated by PLAN B event company GmbH, it will be eligible for the total price;

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(9) For the TAR 2017 the following conditions apply to cancellations:

- In case of cancellations up to and including June 2nd 2017, the participant will get a refund of 70% (per team) of the entry fee.
- In case of cancellations between June 3rd until July 2nd 2017, the participant will get a refund of 50% (per team) of the entry fee.
- In case of cancellations from July 3rd 2017 on, no refund and no starter package will be given.
- The refund will be paid in between 60 days after receiving the written cancellation.

It is recommended to participants to get a travel cancellation insurance.

(10) Cancellations can only be accepted when submitted in writing.

(11) The organizer sets an organizational limit of 350 teams. After exceeding this limit registrations will not be accepted.

§ 4 Cancellation of the event - failure to commence the race

In case of cancellation of the event due to force majeure, failure to commence the race or cancellation due to reasons the organizers are not in power of (like bad weather), the participant has no right to claim a refund of the entry fee or a proportionate reimbursement for other damages, such as travel expenses or accommodation costs.

§ 5 Liability disclaimer

With the previous registration, the participant submits a self-willed and binding registration for an event of his/her choosing by the

PLAN B event company GmbH and asserts, without requiring further proof by the event organizer, possession of the skills and experiences that are mentioned and required by all participants under heading 1 of this document. Compensation claims brought forward by the participant against the event organizer, for whatever legal reason, are excluded. Each participant agrees to waive all legal claims against the organizer or promoter, as well as their helpers or agents. This does not apply, if the organizer, his legal representatives or his agents have acted with intent or with gross negligence in the execution of his duties or if the organizer is duly liable due to accountable damages resulting from injuries to the life, the body or the health of a person or the breach of constitutive contractual obligations. The participant

consents to be subjected to tests and inspections on his/her person and personal equipment as ordered by the race jury. The participant knows, understands, and fully acknowledges the conditions of participation as well as the rules and regulations. The participant expressly confirms that he or she has fully read and understood the rules, guidelines, and conditions detailed within this document. The participant agrees to the publication of his/her name at start and ranking lists, photographic and other audiovisual materials obtained during the event. With the release of an e-mail address, the participant knowingly allows PLAN B event company GmbH to use this email address to send additional event information. The participant certifies with his/her signature that their participation in this event will be at their own risk and that adequate insurance coverage (valid in foreign countries as well) exists in case of an accident or injury. Furthermore, by starting at the event the participant solemnly affirms to be unaware of any health concerns that would undermine his/her participation in the race and that his/her physical level of performance meets the requirements that such an alpine endurance race with a total of eight stages places on the body and mind.

The organizer will not be liable for health risks of a participant that are in any way connected with taking part at this event. It is incumbent on the participant to make sure he/she is in good health. The participant has to take charge of his own equipment according to the regulations.

The organizer will not be liable for lost valuables, clothing or equipment during the race or the luggage transport.

The organizer disclaims all liability for damages that may arise because a participant is prevented by legal regulations and/or governmental orders to partake in the event.

All participants have to return the issued transponder (cash deposit of € 50,00 at the registration counter) after finishing the race at the Race Office. The handing over will be confirmed by a PLAN B event company GmbH employee. All participants who fail to return the transponder till October 10th 2017 won't get back the deposit.

Costs for third party services, e.g. rescue services, have to be paid by the participant. The organizer reserves the right to charge any of these costs to the participant.

It is strongly recommended to have a private abroad health insurance, which includes helicopter use and patient transport back home.

§ 6 Data acquisition and utilization

(1) Participants agree that personal data can be provided to a third party for the purposes of timekeeping, compiling lists of the results, as well as publication of those lists on the internet.

(2) Personal data provided in the registration process by the participant will be stored and used for purposes that are connected with executing the event only, especially with regard to data necessary for the payment process (§ 28 BundesdatenschutzG). By registering the participant agrees that his/her data is stored for that purpose.

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(3) Participants agree that photos, video material, and interviews made in connection with his/her participation in the event can be broadcasted and published on TV, the radio, in print, books, photo copies (video footage, video tapes, etc.) without fees. Moreover, participants agree that personal data can be provided to a third party commissioned by the organizer for the purpose of mailing photos of participants on the course or in the finish. However, participants do hereby not declare that they may want to buy such a photo.

(4) The participant agrees that his/her last name, first name, year of birth, team name, starting number and results (placements, times) may be published in all print media relevant to the event (participant list, scoring board) and in all electronic media such as the internet.

(5) Participants can declare in writing (fax or e-mail) their objection to the publication of their personal data with the organizer.

(6) The participant herewith accepts that the PLAN B event company GmbH can use his/her e-mail address to send him/her further information.

§ 7 Statute of Limitation

Any claim by the participant towards the PLAN B event company GmbH, irrespective of its legal ground, shall be statute-barred after one year from the contractually specified end of the event.

The legal place of jurisdiction for any settlement of dispute(s) is Munich, Germany. The legal and contractual relationship between the participant and PLAN B event company GmbH shall be entirely subject to German law.

Organization:

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