

GENERAL TERMS AND CONDITIONS (GTC)

§ 1 Subject matter and scope of the contract

- (1) These General Terms and Conditions apply to all contractual relationships between us (SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Strasse/Adlerplatz, 14053 Berlin) and the visitors or users (hereinafter referred to as: **users**) of our website that come into existence in connection with the use of, registration for, and/or orders placed via our website <https://login.scc-events.com/>.
- (2) Our offer is aimed exclusively at users who are 18 or older.
- (3) Our services and offers are provided exclusively on the basis of these General Terms and Conditions. Conflicting, supplementary or deviating terms and conditions of the user shall not become part of the contract unless this is expressly agreed between us and the user in writing.
- (4) The contract language is exclusively German.
- (5) These General Terms and Conditions can be accessed, saved and printed out in the current version at <https://www.scc-events.com/en/corporate/contact/general-terms/>

§ 2 Registration as user, user account

- (1) Users have the option to register free of charge via the website <https://login.scc-events.com/>. This registration is a prerequisite for registration for SCC camps.
- (2) With registration, a permanent user account can be created. Via this user account, orders can be placed and bookings that have already been made can be viewed without the user having to provide personal details again. Alternatively, it is also possible to make a one-time order without creating a user account.
- (3) To create a user account, users must provide, among other things, a currently valid e-mail address and a password. The e-mail address serves as the username and, together with the password, as the login data. The e-mail address is also used to communicate with the user about matters relating to our offers and contracts. By completing the online registration process, a free user contract is concluded between us and the registered users.

- (4) The user assures that the information provided during registration is correct and complete. The use of pseudonyms is not permitted. The user may not register more than once.
- (5) The user is obliged to handle the login data with care. The user is prohibited from disclosing the login data to third parties and/or allowing third parties to access the user account by circumventing the login data. Should the user receive indications of misuse of his user account by third parties, he must inform us immediately.
- (6) In his user account, the user can store additional information, such as first and last name, address, billing information, etc.. If the user's personal information changes, the user is responsible for updating it. The user can have changes made to his user account by SCC EVENTS.
- (7) Users can have their user account deleted at any time by notifying us accordingly. Upon deletion, the user account and the associated personal information, such as name and password, will be erased or anonymized unless we are under a legal obligation to retain the data or we need the data to process orders.
- (8) We are entitled to discontinue the offer of a registration and a user account via our website at any time. In this case, the user will be informed of the intended discontinuation and irretrievable erasure at least four weeks in advance.

§ 3 Use of the user account

- (1) For the duration of the contract, we grant the users a simple and non-transferable right to use the user account.
- (2) We strive for a trouble-free operation of the website and user account. This is naturally limited only to services over which we have or could have any influence.
- (3) We may restrict access to the user account in whole or in part, temporarily or permanently, due to maintenance, capacity concerns or other events beyond our control. We will attempt not to perform scheduled work that may result in restrictions during the registration periods for the SCC camps.
- (4) Users have no claim to registration, creation of a user account and/or maintenance of individual functionalities of the user account.

§ 4 Registration for SCC camps

Registered users can register for a camp via their user account. By clicking on the button "**Order now with obligation to pay**", the users submit a binding contractual offer within the meaning of § 145 BGB (German Civil Code).

§ 5 Terms of payment, value added tax

- (1) Payment of the purchase price shall be made - unless otherwise stated at the respective event - by means of the payment methods offered by our payment service provider Unzer by credit card, debit card, advance payment, PayPal or SEPA direct debit.
- (2) In the case of payment by SEPA direct debit, users authorise us to collect the invoice amount from the specified bank account by submitting the bank details. The user is obliged to keep the payment information stored in his user account up to date. In the case of payment by direct debit, the user shall bear the costs incurred as a result of a chargeback of a payment transaction due to a lack of funds in the account or due to incorrectly transmitted or stored bank details.
- (3) When paying by credit card, PayPal and SEPA direct debit, the account will be debited with the (purchase) price at the time of the order.
- (4) The prices quoted for the registration for SCC camps include the statutory value added tax as well as other price components.

§ 6 Right to offset/Right of retention

- (1) The user shall only have a right to offset if his counterclaim has been legally established, is not disputed by us or arises from the same contractual relationship with the user.
- (2) The user may only exercise a right of retention if the counterclaim is based on the same contractual relationship.

§ 7 Delivery conditions

Users will receive more detailed information about where and when the booked camp is to take place (approx. 14 days before the respective camp).

§ 8 Guarantee

In the case of guarantee claims made by the user when purchasing services, such as the assurance of a race entry, the law on service contracts may apply.

§ 9 Liability

- (1) Unlimited liability: We are liable without limitation for intent and gross negligence. We are liable for slight negligence in the event of damage resulting from injury to life, limb and health of persons.
- (2) In all other respects, the following limited liability shall apply: In the event of slight negligence, we shall only be liable in the event of a breach of a material 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 (cardinal obligation). The liability for slight negligence is limited to the amount of damages foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected. This limitation of liability shall also apply in favour of our vicarious agents.

§ 10 Amendments to the GTC

- (1) The respective current General Terms and Conditions apply to orders placed by the user, to which we refer separately in the context of an order.
- (2) Changes or additions to these GTC that affect existing user accounts of registered users, in particular changes or additions to [§ 2](#) and [§ 3 of](#) these GTC, will only be made if this is necessary due to legal or functional adjustments to our website, e.g. in the case of technical changes or adjustments to the registration process or the administration of the user account.
- (3) Amendments or supplements pursuant to paragraph 2 shall be announced to the user by e-mail no later than four weeks before they take effect, without having to send the amended or supplemented terms and conditions in detail or the new version of the terms and conditions as a whole; it shall suffice to inform the user of the amendments or supplements made. In the announcement, we will provide a link where the new version of the GTC can be viewed in its entirety.
- (4) If the user does not object to the change or addition according to paragraph 2 within 14 days after announcement of the change or addition, this shall be deemed to be consent to the change or addition; we shall point this out separately in the announcement.

§ 11 Storage of the contract text

The order and the entered order data will be stored by us. We will send an order confirmation with all details to the e-mail address provided by the user. However, users have the option of printing out both the General Terms and Conditions and their order with all the data entered during the ordering process.

§ 12 Cancellation policy

Unless otherwise agreed in these GTC, the statutory provisions on revocation and withdrawal shall apply. In the case of contracts concluded outside of business premises and in the case of distance contracts for participation in SCC camps, there is no statutory right of revocation in accordance with § 312g Para. 2 No. 9 BGB.

§ 13 Final provisions

(1) Should one or more provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.

(2) Only German law is applicable to contracts between us and our users. The option for the user to invoke the consumer protection rights of the state in which the user is domiciled remains unaffected.

(1) The place of jurisdiction for all disputes arising from or in connection with these terms and conditions is the registered office of SCC EVENTS GmbH at the time of conclusion of the contract.

January 2022