

TERMS AND CONDITIONS OF PARTICIPATION

General Terms and Conditions for Participation in Plogging Runs by SCC EVENTS

The following English version of the General Terms & Conditions 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 and conditions apply to participation in all training runs organised and conducted by SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Strasse 4, 14053 Berlin (hereinafter: “**SCC EVENTS GmbH**”, “**we**” or “**us**”).

§ 1 Scope

The terms and conditions of participation, in the version valid at the time of registration, form an integral part of the contract between SCC EVENTS GmbH and the persons registering themselves and/or third parties as participants. The current terms and conditions of participation are available at <https://www.scc-events.com/en/terms-of-participation>

§ 2 Eligibility requirements, physical fitness, bringing children

2.1 Personal requirements

All participants who meet the requirements set out in the relevant event description, have successfully registered by providing accurate details, and have received confirmation of participation from us are eligible to take part

Participants must start in person and be capable of completing the course under their own efforts. By registering, participants confirm that they meet the health requirements to complete the course under their own efforts and at the speed specified.

If in doubt or uncertain about their own physical fitness, participants should seek medical advice in advance. On the day of the event, participants may only take part if they are in good health and sufficiently fit. They must stop the training run immediately at the first sign of weakness and/or feeling unwell.

2.2 Bringing children

Provided this is expressly stated at the time of registration, participants may be accompanied by their children on bikes or bring them along in a pushchair. In this case, it must be ensured that participants and their children can still complete the

route within the time limits communicated by us. Participants are responsible for adhering to this.

When bringing children along, participants are solely responsible for ensuring that the bikes, pushchairs, etc. used are suitable for this purpose and roadworthy. Furthermore, participants are responsible for looking after their children themselves.

§ 3 Training Run

3.1 Crossing the finish line together, instructions

Our aim is to get all participants to the finish line together, safe and sound. We would like to start and finish our training run together. To this end, we will follow the times communicated. To ensure everyone can enjoy the run together, we ask all participants to stay together, not to leave the route and to follow the instructions of the SCC EVENTS staff.

3.2 Running in public spaces

The run will not take place on designated running routes, but rather in public spaces. We will be running through parks and on public roads. We therefore ask all participants to stay behind the SCC EVENTS staff, keep an eye on the route, and be mindful of other road users and pedestrians. The routes may contain uneven surfaces and obstacles, so please take care of your own safety. Where necessary, fellow runners should be warned and assisted.

Footwear and clothing should be chosen according to the weather conditions.

3.3 Medical care, insurance

SCC EVENTS does not provide any medical services during the run or along the route. Participation in the run is at your own risk. Participants are required to take out adequate insurance to cover any costs of medical treatment that may arise.

3.4 Changes to the event schedule

It cannot be ruled out that there may be last-minute changes to the times or the route, for example due to construction work. We will inform registered participants of this immediately by email. We therefore recommend that all participants check their emails again before setting off.

§ 4 Photo and audio recordings

4.1 Public events

Participants are aware that our training runs are events that may be covered by the media. They may be the subject of media coverage: both online on the internet and/or social media, and offline on radio, TV and in print. By registering and taking

part, participants consent to the use of image and sound recordings, as well as any media coverage.

4.2 Photographs, video recordings and interviews

Participants may be filmed, photographed and/or interviewed by us or by service providers commissioned by us during the sporting events. We are permitted to use the resulting photographs, video recordings and interviews (hereinafter: recordings) free of charge for documentation and editorial purposes. Participants grant us the exclusive right, unrestricted in terms of time, place and subject matter, to reproduce, distribute and publicly display the recordings and to make them available for viewing. We may use the recordings offline and online, as well as on social media, in particular but not exclusively in the following ways: magazines, newsletters, posters, photo and video highlights of the event, highlight videos and press releases. In our reporting, we may also pursue promotional purposes, provided that the reporting aspect predominates. The recordings will also be shown on our websites and social media profiles as retrospectives, impressions and/or highlight videos of our (past) events. The provisions of Sections 22 and 23 of the German Artistic Copyright Act (KUG) remain unaffected.

Participants hereby waive their right to be named.

§ 5 Cloakroom

Please note that we do not provide storage facilities for clothing and/or bags during the event.

§ 6 Breaches, exclusion

In the event of breaches of these terms and conditions of participation and/or in the event that participants fail to follow the instructions of SCC EVENTS staff and there is a risk that the proper conduct of the event or the safety and/or health of participants or third parties may be endangered, we and our staff may exclude such participants from the training run.

§ 7 Registration, Cancellation

7.1 Registration

In order to take part in a training run, participants must register with us via the training run's website, unless otherwise specified in individual cases. To do so, they must provide the requested information in full and accurately.

Participation in the training run is only binding upon receipt of our express written confirmation.

7.2 Cancellation

In the event that participants are unable to take part in the training run, we ask that they cancel immediately by email.

§ 8 Liability, Force Majeure

8.1 Unlimited Liability

We are liable for intent and gross negligence. In cases of slight negligence, we shall be liable for damage resulting from injury to life, limb or health.

8.2 Limitation of Liability

In other cases of slight negligence, we shall only be liable for the breach of a fundamental contractual obligation, the fulfilment of which is essential for the proper performance of the contract and on the observance of which participants may regularly rely (cardinal obligation). Liability for slight negligence is limited in amount to the damage foreseeable at the time the contract was concluded, the occurrence of which must typically be expected. This limitation of liability also applies in favour of the vicarious agents of SCC EVENTS GmbH.

8.3 Cancellation, Termination, Force Majeure

If SCC EVENTS GmbH is entitled, in cases of force majeure, or is obliged due to an official order for which it is not responsible, or for safety reasons, to make changes to the organisation of the event that render its organisation impossible or to cancel it in whole or in part, SCC EVENTS GmbH shall not be liable for damages to the participants. In such cases, SCC EVENTS GmbH may withdraw entry rights, exclude individual or all participants from SCC sporting events and/or withdraw from the contract. The participants affected will be informed immediately of any (partial) cancellation.

Force majeure includes war, war-like conditions, riots, strikes, lawful lockouts, shortages of energy or raw materials, revolution, rebellion, military or civil coups, terrorism, reactor accidents, disturbances, embargoes, epidemics, pandemics such as COVID-19, fire, hurricanes or other severe weather events of a catastrophic nature, as well as natural phenomena such as earthquakes and landslides.

8.4 State of health

We accept no liability for any health consequences arising from participants taking part in a sporting event whilst in a state of fitness insufficient to cope with the demands of the event, or whilst suffering from an acute illness or injury, and/or failing to stop immediately and seek medical assistance if they feel unwell and/or have sustained an injury whilst taking part in a sporting event.

Participants are aware and acknowledge that training runs in parks and on public roads are more prone to hazards than training runs on sports facilities.

§ 9 Data Collection and Processing

9.1 Processing for Contract Performance

The personal data provided by participants upon registration is stored by us and processed for the purposes of organising and conducting the sporting event.

Data processing is carried out at the request of the participants and is necessary, in accordance with Article 6(1)(b) of the GDPR, for the performance of the contract for participation in the event and the associated pre-contractual measures.

The personal data collected by us in the context of contract performance will be stored by us until the expiry of the limitation period following contract performance, provided that no statutory retention periods apply or the participants have not consented to storage beyond this period in accordance with Article 6(1)(a) of the GDPR.

9.2 Audio and video documentation

The collection, processing and storage of personal data in connection with the image and audio recordings carried out and/or arranged by us in accordance with Section 3.2 are based on our legitimate interests pursuant to Article 6(1)(f) of the GDPR.

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