CONDITIONS OF PARTICIPATION

General conditions for participation in SCC EVENTS camps

PREAMBLE

These conditions of participation apply to the participation in all camps organised and carried out by SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Strasse/Adlerplatz, 14053 Berlin (hereinafter: "SCC EVENTS GmbH", "we" or "us").

SCC EVENTS GmbH has been commissioned by Sport-Club Charlottenburg e.V.. Waldschulallee 34, 14055 Berlin (AG Charlottenburg VReg.-Nr. 366Nz), which is the organiser of the sports events, is commissioned with the organisation and implementation of the sports events. We are entitled and commissioned to carry out the sports events and services in connection with them and to conclude contracts with the participants in our own name. All declarations by the participants are to be addressed to us.

§ 1 Area of application

The conditions of participation in the version valid at the time of registration are an integral part of the contract between SCC EVENTS GmbH and the participants. The current Terms and Conditions of Participation are available at https://www.scc-events.com/files/corporate/general/pdf/training_offers_general_conditions_of_participation.pdf.

§ 2 Conditions for participation

2.1 Personal requirement; PAPS test

Anyone who fulfils the requirements stipulated in the respective camp announcement, who has successfully registered in accordance with the applicable regulations <u>https://www.scc-events.com/files/corporate/general/pdf/training_offers_gtc.pdf</u> and who is not subject to a ban on participation is entitled to participate.

With their registration, participants confirm that they meet the health requirements for participation and that they have sought medical advice in case of doubt. The participant will only take part in the camp if he/she is healthy and in sufficient training condition and will stop the course or camp immediately if there are signs of weakness and/or indisposition.

We strongly recommend that participants take the PAPS test (= Personal, Activity and Prevention Screening Test) offered by us before the event. The free test is available at <u>https://www.paps-test.de/</u>.

2.2 Chronic disease

Participation with a known chronic illness that requires special care, including medical care, during the camp is not permitted. We do not offer special care here.

2.3 Costs of medical treatment, insurance

The medical services offered during the camp, insofar as they are incurred, are not to be reimbursed by the participants. Any necessary transport to the hospital and further treatment there are to be borne by the participant. It is the responsibility of the participants to insure themselves sufficiently and, if necessary, to take out separate (foreign or sports) insurance.

2.4 Registration

In order to participate in a camp, participants must register with us via <u>https://login.scc-events.com/</u> unless otherwise regulated in individual cases. The separate General Terms and Conditions for Camps ttps://shop.scc-events.com/training/agb] apply to registration.

The participant will receive a written confirmation or a confirmation via e-mail from SCC EVENTS GmbH. With the confirmation, the contract is concluded. However, the implementation of the event depends on the minimum number of participants being reached (cf. § 2 para. 2.6).

2.5 Participation fee

By registering, the participant agrees to pay the participation fee for the respective camp. The amount of the participation fee for the respective camp is stated in the invitation. Payment of the participation fee can be made by credit card, debit card, direct debit, advance payment or PayPal. Upon request, an invoice can be sent to the participant. The amount must be credited to the account of SCC EVENTS GmbH at the start of the event, otherwise participation will be refused.

The participation fee must be received on the account of SCC EVENTS by the beginning of the camp, otherwise SCC EVENTS reserves the right to refuse participation in the camp.

If an option for a guaranteed race entry for one of the events of SCC EVENTS is connected with the booking of a course or camp offer, the right to start for this event only comes into effect with full payment of the participation fee for the respective camp. The fee for the race entry is not included in the participation fee for the course and must be paid at the time of registration for the respective event.

2.6 Minimum number of participants

The individual camps can only take place if the minimum number of participants required in each case has been reached. If a camp does not take place, the participant will be notified by SCC EVENTS GmbH in good time, but no later than 7 days before the start. In this case, the participant is also entitled to a refund of the participation fee already paid. Further claims are excluded.

2.7 Organisational limit

The organiser sets an organisational limit (number of participants and/or latest registration date), which will be announced in the announcement of the camp or at a later date. Registrations exceeding the limit will not be accepted.

2.8 Organisational matters, instructions

Participants will receive information regarding the organisation and any changes at short notice by email.

During the camp sessions, the instructions from our staff must be followed without fail.

§ 3 Offences, prohibition of participation

In the event of violations of these conditions of participation and/or in the event that you do not follow our instructions or those of our staff and/or behave in a grossly unsportsmanlike manner and there is a risk that the proper running of the camp or the safety and/or health of the participants will be endangered, we can exclude participants from the camp.

Furthermore, we reserve the right to issue a participation ban (also for the future). We can impose a participation ban, among other things, in the event of a continued violation of these conditions of participation despite a warning, in the event of payment arrears or to protect the participant from damage to his or her health. The person concerned will be informed by us in writing about a participation ban.

§4 No-Show, Refund of Participation Fee, Withdrawal

4.1 No-Show

If participants declare that they do not wish to adhere to the contract on participation in a camp (e.g., by declaration of cancellation or withdrawal), or if they cancel participation in the camp or do not exercise the right to participate - without cancelling - (no-show), we shall regard this declaration or this behaviour - irrespective of whether the participants are entitled to do so - as a definitive waiver of participation in the camp.

4.2 Reimbursement of the participation fee

If participants declare that they do not wish to take part in the camp or - for whatever reason - do not wish to take part, there is no entitlement to a refund or reimbursement of the participation fee. The same applies in case of exclusion of participants according to § 3.

4.3 Withdrawal

If participants have a legal right of withdrawal, the amount paid for participation in the camp will be refunded.

4.4 Cancellation

Cancellation of the registration by the participant must be made in writing. In the event of cancellation, a processing fee of 25 euros will be charged, regardless of the date of cancellation. Non-payment of the participation fee does not constitute cancellation and does not lead to automatic deregistration. In the event of cancellation six to four weeks before the start of the camp, 50% of the participation fee, and between four and two weeks before the start of the event 75% of the participation fee will be due as a lump sum for damages, in each case plus the processing fee of 25 euros. In the event of a later cancellation or no-show by the participant, the full participation fee will be due.

5 Switching camps

In the event that participants would like to switch camps (e.g., rebooking for a different camp), we will comply with this request if the capacities allow this and the change is possible for us with

reasonable effort. In this case, the difference from the participant fee valid at the time of the rebooking is to be paid. In the case that the rebooking is to a less expensive category, we will refund the difference from the original participant fee. Separate from this, we charge a rebooking fee of 5 euros for each rebooking.

6 Adjustments to the camp program (regarding content or time)

6.1 Adjustments regarding content or time

We are entitled and, if necessary, even obligated to relocate, shorten, completely or temporarily discontinue or cancel the camp in justified exceptional situations. A justified exceptional situation, which justifies such a measure, exists if there are sufficient factual indications that the planned implementation or continuation of the camp could lead to a concrete danger to life and limb or to damage of considerable value. We will inform the participants about such changes - as far as possible - in advance by e-mail.

6.2 Obligation to provide evidence

If we are required to do so or believe that it is necessary for the safe implementation of the camp, we may make participation in the camp conditional on the submission of specified medical documentation and/or evidence or the use of certain technologies (in particular smartphone apps). Such documentation and/or evidence should be suitable to reduce the risk of participants spreading the SARS Coronavirus 2 or a comparable virus unnoticed during or in connection with participation in the camp. Such documentation, to be provided at the participant's expense, may include: Evidence of a negative SARS-CoV2 test or sufficient immunisation through SARS-CoV2 vaccination and/or recovery from a SARS-CoV2 infection/Covid19 illness. The use of a specific technology (smartphone app) may be required to track any chains of infection and enable direct communication with participants.

§ 7 Liability, force majeure

7.1 Unlimited liability

We are liable for intent and gross negligence. We are liable for slight negligence in the event of damage resulting from injury to life, body or health of persons.

7.2 Limitation of liability

In the event of slight negligence, we shall otherwise 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 the participants may regularly rely (cardinal obligation). 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 also applies in favour of the vicarious agents of SCC EVENTS GmbH.

7.3 Cancellation, termination, force majeure

If SCC EVENTS GmbH is entitled to make changes in the execution of the camp that make it impossible to execute it economically or have to cancel it in whole or in part due to cases of force majeure, due to obligations to follow official orders for which it is not responsible or due to safety reasons, SCC EVENTS GmbH shall not be liable for damages to the participants. In such cases, SCC EVENTS GmbH may withdraw race entries, exclude individuals or all participants from the camps and/or withdraw

from the contract. The participants concerned shall be informed immediately of any (partial) cancellation. If the camp has already started and has to be cancelled for the aforementioned reasons, the participants are not entitled to a refund of the participation fees paid.

Force majeure includes war, warlike conditions, riots, strikes, lawful lockouts, shortages of power or raw materials, revolution, rebellion, military or civil coup, terror, reactor accidents, riots, embargoes, epidemics, pandemics such as COVID-19, fire, hurricane or other severe weather on the scale of a catastrophe, and natural events such as earthquakes and landslides.

7.4 Health condition

We do not accept any liability for health consequences resulting from participants starting in an insufficient state of fitness to cope with the training or with an acute illness or injury, failing to complete the PAPS test or to observe its results and/or failing to seek medical help immediately if they feel unwell and/or injured while participating in a camp.

§ 8 Data collection and processing

Contract processing

The personal data provided by participants during registration will be stored and processed by us for the purpose of implementing and processing the camp and/or the medical care of the participants by the medical services supervising the camp, as well as for the processing of payments.

The data processing is carried out on request of the participants and is necessary according to Art. 6 Para. 1 p. 1 lit. b DSGVO for the fulfilment of the participant contract and the pre-contractual measures.

The personal data collected by us in the course of the performance of the contract will be stored by us until the expiry of the limitation period after the performance of the contract, unless there are statutory retention periods, or the participants have consented to storage beyond this in accordance with Art. 6 Para. 1 Sentence 1 lit. a) GDPR.

January 2022