

# Terms and Conditions for Participation at Stuttgart-Lauf 2023



## § 1 Scope - validity

(1) The Stuttgart Lauf will be held after the Int. Competition Rules (IWR) of the German Athletics Federation (DLV) and World Athletics (WA) under the supervision of the Württ. Leichtathletik-Verband e.V. (WLV). The regulations can be found on the Internet at <https://www.leichtathletik.de> under the menu item "Wettkämpfe" and the links "Service" and "Regeln und Bestimmungen". The regulations were made public.

(2) Organizer of the Stuttgart Lauf is the Württembergischer Leichtathletik-Verband e.V. (WLV), Fritz-Walter-Weg 19, 70372 Stuttgart. He is represented by the managing board.

(3) These conditions of participation govern exclusively the legal relationship between the participants and the organizer (organization contract). They are subject to occasional changes in content. They are part of the contract between the organizer and the participant in the version valid at the time of registration. Amendments that take into account the legitimate interests of the participants and are announced by the organizer on the Internet (electronic form without signature) or textual, then apply in the respective published version.

## § 2 Security measures

(1) Anyone who has reached the age stipulated in the respective race description is eligible to start. Participation in the Stuttgart-run using other sports equipment than Handbikes, Wheelchairs or Nordic walking sticks is not permitted. Sports equipment which does not conform to the above description or which could otherwise affect the safety or health of the participants or visitors of the event, are only allowed to participate in the event after the organizer has given their prior express consent.

(2) Organizational measures are announced by the organizers to the participants before the beginning of the event. The instructions of the organizer must be obeyed. This also applies to official instructions, e.g. by the police service or the local police. In the case of infringements which may disrupt the proper conduct of the event or jeopardize the safety of the other participants, the organizer is entitled to exclude the person concerned from the event at any time and / or disqualification. Legally binding declarations may be made against the participants only by the authorized persons of the organizer.

## § 3 Special measures to contain the corona pandemic

(1) For the organizer, the protection of participants as well as employees and volunteers has top priority. The event will therefore be carried out on the basis of the official state or federal order on the day of the event as well as other relevant official requirements and regulations.

(2) For the implementation of the event, the organizer publishes a document explaining the hygiene and safety concept that is checked and approved by the approval authorities. The organizer will notify the participants of the rules resulting from the hygiene and safety concept before the start of the event. The organizer reserves the right to exclude a participant from the event at any time if the rules resulting from the concept are violated.

## § 4 Registration - Participation fee – Start number - Terms of Payment - Refund

(1) The registration can be done via the corresponding web form on the Internet. Registrations by fax, telephone or E-Mail will not be accepted.

To simplify the registration process, there is the possibility to make both single and multiple applications. In the context of the multiple application, a contact person must be named, through whom the application is handled (a so called "Team Captain"). In the case of a multiple registration, the Team Captain guarantees that he is entitled to register all group members and to provide all ex-

planations for them. The team captain will inform all group members about the terms of participation and the privacy policy.

By participating at the event, the participant declares his unqualified consent.

(2) Payments can only be made by direct debit or by billing for multiple applications. Registrations without payment of the participation fee will not be accepted. Registration can be made until the date named on the event website (<https://www.stuttgart-lauf.de>).

(3) The organizer reserves the right to disqualify and / or exclude a participant at any time from the event if, at the time of registration, he / she culpably misrepresents personal data required for the evaluation of his or her sporting performance according to the above mentioned sporting regulations, and / or he / she is subject to a ban by DLV or WA or suspected that the participant is starting after taking unauthorized substances (doping).

(4) In addition, only results will be included in the list of results that were carried out according to the registered competition (running / walking / hand wheelchairing or hand biking the selected route length) and were achieved without the use of further performance supporting measures and sports equipment. The permitted sports equipment is listed in §2 (1).

(5) If the officially allocated start number/bib is changed in any way, in particular if the advertising imprint is made invisible or unrecognizable, the participant will be excluded from the time evaluation (disqualification).

(6) Participation is a highly personal right and is not transferable. Start numbers are not transferable.

(7) If a registered participant does not start without giving reasons or declaring his non-participation to the organizer beforehand, there is no entitlement to repayment of the participation fee.

(8) The reimbursement of the participant's contribution can only be considered in the event of complete cancellation of the event. If the organizer is not responsible for the cancellation, only a partial reimbursement will be made in the amount of the difference remaining after deduction of the reasonable costs already incurred by the organizer; The participant reserves the right to prove that this proportionate effort was less. Such an unacceptable loss is especially in the event of force majeure (especially in unsuitable weather and traffic conditions, bomb threats, terrorism alerts and so on, see § 5 para 1 of these conditions) or in the case of official instructions.

(9) The organizer sets an organizational limit (number of participants and / or latest registration date), which will be published in the announcement of the respective race or at a later date. Registrations that exceed the limit will not be accepted. The provision of the registration form does not constitute an offer to conclude a participation contract, but is merely the invitation to submit an offer to the potential participants of the event.

## § 5 Disclaimer

(1) If the organizer is authorized in cases of force majeure or obliged by official order or for security reasons to make changes in the execution of the event or to cancel it, there is no obligation for the organizer to pay damages to the participant.

(2) The organizer shall not be liable for damage to property or pecuniary loss that was not caused at least by gross negligence; this limitation of liability does not cover damage resulting from the culpable violation of a major contractual obligation (cardinal obligation) of the organizer and personal injury (damage to the life, body or health of a person). The above limitations of liability also extend to the personal liability for damages of employees, representatives, vicarious agents and third parties whom the organizer uses in connection with the performance of the event or with whom he is contractually bound for this purpose.

(3) The organizer assumes no liability for health risks of the participant in connection with the participation in running events. It is up to the participant to check his state of health in advance. By registering for the event, the participant declares that he is in a good health condition to attend the event. The organizer has provided non-binding health information on its website which can be observed in addition to any medical instructions. Although the health information has been professionally checked, the organizer does not guarantee the accuracy of the health information.

(4) The organizer accepts no liability for objects commissioned by the third party; the liability of the organizer for gross selection negligence remains unaffected.

## § 6 Privacy

(1) The personal data provided by the participant upon registration will be stored and processed for purposes of execution and handling of the event. This applies in particular to the data necessary for payment processing. By registering, the participant concludes a contract with the WLV to fulfill the data processing described below is required (Article 6 para 1 b DSGVO).

(2) The participants' photos, film recordings and interviews in broadcasting, television, print media, books, photomechanical duplications (films, video cassettes, etc.) in connection with participation in the event may be distributed by the WLV without any claim to remuneration and be published. The own exploitation claims of the participants or authors remain unaffected by this regulation.

(3) The personal data collected in accordance with §6, para. 1 shall be forwarded to a commercial third party for the purpose of processing the online registration, timekeeping, preparation of the result lists as well as the setting of these lists on the Internet. We have concluded an agreement with this service provider for data processing on behalf of Article 28 DSGVO.

(4) The name, first name, year of birth, if applicable club, start number and result (placement and time) of the participant for the presentation of starter and result lists are printed or published in all relevant media accompanying the event. The organizer is obliged to do so in accordance with DLO, Appendix 2, Point 6 and has a legitimate interest (Article 6 para. 1 f DSGVO) to publish the results permanently on the internet.

(5) The communication data, in particular the e-mail address of the participants, will be used for the electronic transmission of information about the event as well as for the invitation to the next event. It is up to the participant to register for the information service (newsletter) of the Stuttgart-Lauf with his email address via the homepage ([www.stuttgart-lauf.de](http://www.stuttgart-lauf.de)) or during registration. The participant has the possibility at any time to log out of the information service on the website.

(6) The participant may contradict the transfer, use and publication of his personal data acc. Paragraphs 4 and 5 above to the organizer in accordance with Article 21 DSGVO in writing or by e-mail.

(7) The personal data of the participants, which are processed in accordance with Article 6 paragraph 1 f DSGVO, are stored until the participant objects as described in paragraph 6 or the organizer decides to delete the data, taking into account the interests of the participants. In addition, the data, which are exclusively necessary for the execution of the contract with the participant, will be deleted as soon as possible after the termination of the contract and the expiration of any statutory retention periods.

(8) Each participant is entitled to the following rights under the respective conditions specified in the articles

- the right to access by the data subject under article 15 DSGVO,
- the right to rectification under article 16 DSGVO,
- the right to erasure under article 17 DSGVO,
- the right to restriction of processing by article 18 DSGVO,
- the right to data portability under article 20 DSGVO,
- the right to object under article 21 DSGVO,
- the right to lodge a complaint with a supervisory authority under article 77 DSGVO,
- The right to withdraw consent at any time, without affecting the lawfulness of the processing based on consent before its withdrawal.

To exercise these rights, please contact the Organizing Office of the Stuttgart-Lauf in the business premises of the WLV (Fritz-Walter-Weg 19, 70372 Stuttgart, Email: [info@stuttgart-lauf.de](mailto:info@stuttgart-lauf.de), phone: 0711/280 77 700).

## § 7 Regulations

(1) By registering for the Stuttgart-Lauf, the participant accepts the hall regulations of all the venues involved.

## § 8 Version, Severability clause and choice of law

(1) These terms and conditions are valid as of February 15<sup>th</sup> 2024 and are valid until indefinitely until their recast.

(2) As far as the above conditions do not regulate otherwise, only German law applies. International German law, such as UN-Kaufrecht is excluded.

(3) Any invalidity of any provision of these Terms of Participation shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by those which come closest to the intended economic purpose and purpose of the regulation. The same applies to any contract gaps.

As of February 15<sup>th</sup>, 2024