

# Allgemeine Bedingungen für die Teilnahme am Stuttgart-Lauf.

## § 1 Scope - validity

(1) The Stuttgart race will be after the Int. Competition Rules (IWR) of the German Athletics Federation (DLV) and the International Association of Athletics Federations (IAAF) under the supervision of the Württ. Leichtath-Letik-Verband e.V. The regulations can be found on the Internet at <http://www.leichtathletik.de> under the menu item "DLV" and the links "DLV-Service", "Wettkampforganisation" and "Regulations" or at the office during the personal submission of the application. The regulations were made public. For the in-line race over approx. 20 km and the AOK Kids Inline the best immunizations of the German Rollsport- and Inline Verband e.V. (DRIVE) apply. The regulations can be viewed on the Internet at <http://www.driv.de> under the menu item "The Association" and the link "Statutes and Regulations" or at the office when you submit your personal registration form. The regulations were also made public.

(2) Organizer of the Stuttgart run is the Württembergische 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 event description is eligible to start. Participation in the Stuttgart-run using other sports equipment as wheelchairs, handbikes or inline skates is not permitted. The use of Nordic walking sticks is only allowed when walking. 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 and his appropriately identified employees 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 Registration - Participation fee –

### Terms of Payment - Refund

(1) The registration can be made in writing on a separate form to be requested from the organizer or via online registration via the corresponding "web form" on the Internet. Registrations by fax, telephone or "electronic mail" (e-mail) will not be accepted.

(2) Payments may be made by check or one-time direct debit authorization. For online applications via the Internet, payment can only be made by direct debit. Registrations without simultaneous credit or payment of the participation fee will not be accepted. With personal registration during the business hours in the business premises the payment can also be made in cash. Registration can be made on the day of the event (except half marathon) until one hour before the start of the competition by cash payment, if the participant limit has not yet been reached.

(3) The organizer will send you a registration confirmation by Monday, May 6, 2019 (by postal registration) or by Monday, May 13, 2019 (by online registration) with a start number to the participant. The organizer will send you a registration confirmation by Monday, May 6, 2019 (by postal registration) or Monday, May 13, 2019 (by online registration) with a start number to the participant. The organizer reserves the right to disqualify a participant at any time and / or to exclude him / her 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, he is subject to a ban by the DLV or IAAF or suspected that the partici-

part goes after taking unauthorized substances (doping) at the start.

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

(5) If a registered participant does not start without giving reasons or declares his non-participation to the organizer beforehand, there is no entitlement to repayment of the participation fee. This also applies to a legitimate resignation of the participant; In this case, however, the participant reserves the right to prove that the expenses incurred by the participant, taking account of any possibility of awarding the starting position to another participant, were less than the participant's contribution made by him.

(6) The reimbursement of the participant's contribution, by the way, 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 § 4 para 1 of these conditions) or in the case of official instructions.

(7) The organizer sets an organizational limit (number of participants and / or latest registration date), which will be announced 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.

## § 4 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.

## § 5 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 §5, 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 GDPR.

(4) The personal data collected in accordance with §5, section 1 (start number, name, first name, club and result) will be used as a service for the participants for the purpose of sending photos of the participant on the route and at the finish to a commercial Photo service provider passed. This transfer takes place on the basis of Article 6 para. 1 f DSGVO). An obligation of the participant to buy such a photo is expressly not associated with this.

(5) The name, first name, year of birth, if applicable club, start number and result (placement and times) of the participant for the presentation of starter and result lists in all relevant media accompanying the event (printed matter such as program booklet, result book and result CD as well on the Internet).

The organizer is obliged to do so in accordance with DLO Point 6 and has a legitimate interest (Article 6 para. 1 f DSGVO) to publish the results permanently on the internet.

(6) 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 run with his email address via the homepage of the Stuttgart run. The participant has the possibility at any time to log out of the information service in the same way.

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

(8) 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.

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

- the right to information under article 15 DSGVO,
- the right of correction under article 16 DSGVO,
- the right to cancellation under article 17 DSGVO,
- the right to restriction of processing by article 18 DSGVO,
- the right of data transferability under article 20 DSGVO,
- the right of objection under article 21 DSGVO,
- the right to complain to a supervisory authority under article 77 DSGVO,
- The right to revoke consent at any time, without affecting the lawfulness of the processing on the basis of the consent to revocation.

To exercise these rights, please contact the Organizing Office of the Stuttgart-Lauf in the business premises of the WLW (Fritz-Walter-Weg 19, 70372 Stuttgart, Email: info@stuttgart-lauf.de, phone: 0700/28077777).

#### § 6 Timing, (cashless) chip handling and irregular behavior

(1) All competitions within the framework of the Stuttgart run will be carried out exclusively by means of a "champion chip". The "champion chip" can be used by the participant for further runs with "champion chip" time measurement worldwide.

(2) If the participant does not have his own chip, he must rent a "champion chip" before the race. This happens with and by logging on to the run. Each participant who rents a "champion chip" as part of the online registration will be charged a rental fee of 6.00 euros. When returning a "champion chip" on the day of the event, the returning participant will receive NO money (deposit / rental fee) back!

Any participant who does not return his "champion chip" after the event or who is damaged will be charged € 25.00 afterwards. The "champion chip" automatically becomes the property of the participant and becomes his property. Each participant must agree to this procedure while performing the online registration (check-box at the end of the registration procedure). Otherwise, it is not possible to participate at the Stuttgart race.

(3) Each issued chip has been checked for functionality upon issue to the subscriber. A warranty and / or liability of the organizer due to a defect of the chip, which occurs after issue, is excluded.

(4) If the officially assigned starting number is changed in any way, in particular the advertising print is made invisible or unrecognizable, the participant is excluded from the time evaluation (disqualification). Otherwise, the rules of the sports federations mentioned above and § 2 (1) of these General Conditions of Participation accordingly.

#### § 7 version, Severability clause and choice of law

(1) These terms and conditions are valid as of October 12, 2018 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.

#### § 8 orders

(1) By registering for the Stuttgart Race, the participant accepts the stadium regulations of the Mercedes-Benz Arena and the hall regulations of the Hanns-Martin-Schleyer-Halle as well as the Porsche Arena.

