

## **CONDITIONS OF PARTICIPATION**

### **General Terms and Conditions for Participation in SCC EVENTS training programmes**

#### **PREAMBLE**

These Terms and Conditions of Participation apply to participation in all training offers organised and conducted by SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Strasse/Adlerplatz, 14053 Berlin (hereinafter: "**SCC EVENTS GmbH**", "**we**" or "**us**").

SCC EVENTS GmbH is commissioned by Sport-Club Charlottenburg e.V., Waldschulallee 34, 14055 Berlin (AG Charlottenburg VReg.-Nr. 366Nz), which is the organiser of the sports events, with the organisation and implementation of the sports events. We are authorised 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 participants must be addressed to us.

#### **Article 1 Scope of application**

The Terms and 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/teilnahmebedingungen>.

#### **Article 2 Participation requirements**

##### **2.1 Personal requirements; PAPS test**

Anyone who fulfils the requirements stipulated in the respective training announcement, has successfully registered in accordance with the applicable regulations <https://www.scc-events.com/teilnahmebedingungen> and is not subject to a participation ban is eligible to participate.

By registering, participants confirm that they fulfil the health requirements for participation and that they have sought medical advice in case of doubt. The participant will only take part in the training programme if he/she is healthy and in a sufficient training condition and will cancel the course or camp immediately if he/she shows 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 training programme. The free test is available at <https://www.paps-test.de/>.

##### **2.2 Chronic illness**

Participation with a known chronic illness that requires special care, including medical care, during the training programme is not permitted. We are unable to offer any special care that may be required.

### 2.3 Costs of medical treatment, insurance

Should medical services become necessary during the training programme, these are not to be paid for by the participants. Participants are responsible for any necessary transport to hospital and further treatment. Medical care at camps that take place abroad is subject to the billing modalities of the country in which the camp takes place. It is the responsibility of the participants to take out adequate insurance cover themselves and, if necessary, to take out separate (foreign or sports) insurance.

### 2.4 Registration

In order to participate in a training programme, participants must register with us at <https://login.scc-events.com/>, unless otherwise agreed in individual cases. The General Terms and Conditions [<https://www.scc-events.com/agb>] apply to enrolment and registration.

The participant will receive a written confirmation or a confirmation by e-mail from SCC EVENTS GmbH. The contract is concluded with the confirmation. However, the realisation of the event depends on the minimum number of participants being reached (see Article 2(2.6)).

### 2.5 Participation fee

By registering, the participant undertakes to pay the participation fee for the training programme in accordance with Article 2 of the General Terms and Conditions, <https://www.scc-events.com/agb>. The amount of the participation fee for the respective training programme is stated in the invitation. The participation fee must be credited to the account of SCC EVENTS by the start of the training programme, otherwise SCC EVENTS reserves the right to refuse participation in the training programme.

If participation in a course or camp is booked together with the registration for a race entry for one of the SCC EVENTS events, which is linked to the course or camp, the right to participate in this event only comes into effect upon full payment of the participation fee for the complete package. Unless otherwise stated, the fee for the race entry is not included in the participation fee for the course and will be shown separately.

### 2.6 Minimum number of participants

The individual training programmes can only take place if the required minimum number of participants is reached. If a training offer does not materialise, 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 will set an organisational limit (number of participants and/or latest registration date), which will be announced in the respective invitation for the training course or at a later date. Registrations that exceed the limit will not be accepted.

### 2.8 Organisational matters, instructions

Participants will receive information on the organisation and any last-minute changes by email. During the training programme, the instructions of our employees must be followed at all times.

### **Article 3 Offences, ban on participation**

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

Furthermore, we reserve the right to impose a ban on participation (also for the future). We may impose a participation ban in the event of a continued breach of these conditions of participation despite warnings, in the event of payment arrears and to protect the participant from damage to health. We will inform the person concerned in writing of any ban on participation.

### **Article 4 No-show, refund of participation fee, cancellation**

#### **4.1 No-show**

If participants do not meet their payment obligations despite a reminder with a deadline (in text form) or if participants declare that they do not wish to adhere to the contract for participation in a training offer (e.g. by giving notice of cancellation or withdrawal), or if they cancel their participation in the training offer or do not exercise their right to participate without cancelling (no-show), we shall understand this declaration or this behaviour—irrespective of whether the participants are entitled to do so—as a definitive waiver of participation in the training offer.

#### **4.2 Refund of participation fee**

In the event of a no-show in accordance with Article 4.1 of these conditions of participation or if participants—for whatever reason—declare that they will not participate, there is no entitlement to a refund or reimbursement of the participation fee. The same applies if participants are excluded in accordance with Article 3.

#### **4.3 Withdrawal**

If participants are entitled to a statutory right of withdrawal, the amount paid for participation in the training course will be refunded.

#### **4.4 Cancellation**

Cancellation of registration by the participant must be made in writing. In the event of cancellation, a processing fee of €25 will be charged regardless of the time of cancellation. Non-payment of the participation fee does not constitute a cancellation and does not lead to automatic deregistration. In the event of cancellation six to four weeks before the start of the training offer, 50% of the participation fee will be due as a lump sum for damages, and 75% between four and two weeks before the start of the event, plus the processing fee of €25 in each case. In the event of later cancellation or non-attendance by the participant, the full participation fees will be due.

### **Article 5 Change of training programme**

In the event that participants wish to change the training programme (e.g. rebooking to another

course), we will comply with this request if capacities permit and the change is possible for us with reasonable effort. In this case, the difference to the participation fee applicable at the time of the rebooking must be paid. If you change your booking to a cheaper category, we will refund the difference to the original participation fee. Irrespective of this, we charge a rebooking fee of EUR 5 for each rebooking.

## **Article 6 Adaptation of the training programme (in terms of content and timing)**

### 6.1 Adjustments to content and timing

We are entitled and may even be obliged to postpone, shorten, completely or partially, completely or temporarily cancel or cancel the training offer in justified exceptional situations. A justified exceptional situation justifying such a measure exists if there are sufficient factual indications that the planned implementation or continuation of the training programme could lead to a concrete threat to life and limb or to damage of considerable value. As far as possible, we will notify participants of such changes in advance by email.

### 6.2 Obligations to provide proof

If we are obliged to do so or are of the opinion that this is necessary for the safe implementation of the training offers, we may make participation in the training offers dependent on the submission of medical documents and/or proof to be specified in more detail or the use of certain technologies (in particular smartphone apps). Corresponding documents and/or evidence should be sufficient to reduce the risk of participants spreading the SARS-Corona virus 2 or a comparable virus unnoticed during or in connection with participation in the training programme. Such documents to be provided at the participant's expense may include, for example, proof of a negative COVID test or sufficient immunisation through vaccination and/or having survived a COVID infection. The use of certain technology (smartphone app) may be required so that any chains of infection can be traced and direct communication with participants can be enabled.

## **Article 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, limb or health of persons.

### 7.2 Limitation of liability

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 essential for the proper execution of the contract and on the observance of which the participants may regularly rely (cardinal obligation). Liability for slight negligence shall be limited to the amount of damage foreseeable at the time of the conclusion of the contract and typically to be expected. This limitation of liability also applies to the benefit of the vicarious agents of SCC EVENTS GmbH.

### 7.3 Cancellation, termination, force majeure

If, in cases of force majeure, SCC EVENTS GmbH is entitled or obliged by official order for which it is not

responsible, or for safety reasons, to make changes in the implementation of the training offer that make it impossible to carry it out economically 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 the right to participate, exclude individual or all participants from the training programmes and/or withdraw from the contract. The participants concerned will be informed immediately of any (partial) cancellation. If a training course 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 energy or raw materials, revolution, rebellion, military or civilian coups, terror, reactor accidents, riots, embargoes, epidemics, pandemics such as COVID-19, fire, hurricanes or other storms on the scale of a catastrophe, as well as natural events such as earthquakes and landslides.

#### 7.4 Health condition

We accept no liability for health consequences resulting from participants starting the training programme in an inadequate state of fitness or with an acute illness or injury, not completing the PAPS test or not observing its results and/or not seeking medical assistance immediately if they feel unwell and/or are injured while participating in a training programme.

### **Article 8 Data collection and processing**

#### Processing for the fulfilment of the contract

The personal data provided by participants when registering will be stored by us and processed for the purposes of carrying out and processing the training programme and/or the medical care of the participants by the medical services supervising the training programme and for payment processing.

The data processing is carried out at the request of the participants and is necessary for the fulfilment of the participant contract and the pre-contractual measures in accordance with Article 6(1)(1)(b) GDPR.

The personal data collected by us as part of the fulfilment of the contract will be stored by us until the expiry of the limitation period after fulfilment of the contract, provided that there are no statutory retention periods or the participants have not consented to further storage in accordance with Article 6(1)(1)(a) GDPR.

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