

GENERAL TERMS AND CONDITIONS OF BUSINESS AND CONDITIONS FOR PARTICIPATION

1. GENERAL – SCOPE OF APPLICATION

- (1) The following General Terms and Conditions of Business (T&C) apply to all business relationships between you as a customer and MÜNCHEN MARATHON GmbH. The version of these General Terms and Conditions of Business that is valid at the time the respective contract is concluded shall be authoritative

2. HOW WE CONCLUDE CONTRACTS WITH YOU

- (1) Our presentation of goods/event registrations on the Internet does not represent an offer, but rather a non-binding invitation to you to order these products from us. Your order of the desired products or event registration via our website, by e-mail, fax, in writing or by phone is a legally binding offer to conclude a purchase contract.
- (2) We shall confirm the receipt of your order/registration immediately. The order confirmation as well as the receipt of a telephone order do not constitute a legal acceptance on our part.
- (3) By dispatching the goods to you, we accept your offer. In the case of the event registration we accept your offer with your entry in the participation list or by sending the invoice to you.

3. RIGHT OF REVOCATION/TRANSFER

- (1) Right of revocation: After successful registration there is no claim pursuant to Section 312g (9) BGB (German Civil Code) to reimbursement of the organisation fee or to transfer of the starting place to another person.
- (2) A transfer of the booked starting place to the event in the next year is possible under the following conditions:
 - The participant declares the transfer of the starting place by no later than 29 September 2019, midnight, upon presentation of a medical certificate (exclusively in case of illness) by e-mail to service@generalimuenchenmarathon.de.
 - The fee for the transfer of € 9.00 (Munich 10K), € 12.00 (Half marathon) and € 15.00 (Marathon) is paid in accordance with Section 4 of these General Terms and Conditions of Business.
 - Any booked additional services, such as running kit, medal engraving, will be forfeited and will not be refunded. At the request of the participant, the running shirt will be sent by post after the 2019 event. Should a hotel package be booked, the costs will be reimbursed under our hotel cancellation policy.
 - The participant will receive a voucher by post in February 2020 for participation in the event in 2020. The voucher cannot be transferred to another person. The voucher can be redeemed until 27 September 2020.

4. WHAT ARE THE COSTS AND HOW CAN YOU PAY?

- (1) The prices valid on the order/registration date shall be decisive. All prices are gross prices in EUR and include the statutory VAT of currently 19%. For orders to be dispatched, the price is understood to be exclusive of shipping costs.
- (2) You can pay for the goods and, if applicable, additional orders by direct debit or by recurring SEPA direct debit mandate or credit card. The payment of the organisation fees is made by issuing a one-time direct debit authorisation or by credit card. We reserve the right to exclude individual payment methods, even after your order. Incorrect information of the participant and any resultant costs shall be borne by the participant.
- (3) Foreign participants who do not have a German bank account can pay by credit card or by a one-time SEPA direct debit mandate, and in case of repeat orders by recurring SEPA direct debit mandate.
- (4) If paying by credit card, the registration will be valid immediately upon approval of the transaction by your credit card company. We shall charge your credit card account on the day the registration is made. With the direct debit payment method, the registration becomes valid after confirmation of the successful completion of your payment.

5. PAYMENT TERMS – RESERVATION OF OWNERSHIP

- (1) A start at the GENERALI MÜNCHEN MARATHON shall only be valid upon full payment of the organisational fee. Booked additional products remain the property of runabout MÜNCHEN MARATHON until full payment.
- (2) All purchase price claims become due at the latest with the delivery of the ordered additional products or the receipt of the starter documents. As a rule, only the methods of payment offered in the order are accepted. In the event of the return or non-payment of a direct debit, the customer upon submitting the order/registration irrevocably authorises his/her bank to give his/her name and current address to MÜNCHEN MARATHON GmbH. The customer is obliged to notify address changes to MÜNCHEN MARATHON GmbH in writing, by fax or e-mail for as long as accepted orders have not been paid in full.

6. CONDITIONS OF PARTICIPATION – DISCLAIMER

- (1) If the organiser in the absence of intent or gross negligence on its part is obliged to make changes to the execution of the event or to cancel it in cases of force majeure or due to official orders or for security reasons, the organiser shall not be liable to the participant.
- (2) The organiser is not liable for gross negligence or wilful misconduct or property damage caused by it, its legal representatives or its vicarious agents. For damages resulting from injury to life, limb or health, the organiser, its legal representatives or its vicarious agents shall be liable only if they are at fault.

7. PARTICIPANT DECLARATION OF CONSENT

- (1) In the event of my participation in the GENERALI MÜNCHEN MARATHON, I accept the disclaimer formulated above by the organiser. I will not make any claims against sponsors of the race, against the City of Munich or against owners of private paths or representatives of these on account of any damage or injury of any kind that may arise from my participation in the race.
- (2) A prerequisite for participating in this competition is to have undergone sufficient training and to be physically healthy.
- (3) I assure that I have submitted to a medical check-up in advance of my participation. I further assure that I am not taking any doping products (see also information from NADA at www.nada-bonn.de), that my year of birth is correct and that I will not pass on my starting number. I consent that any photos, film recordings or interviews in radio, television, advertising or books involving me at the event may be used without any claim to compensation on my part. I am aware that I will be disqualified if I leave or shorten the course of the officially measured running distance, or make use of technical aids (car, bicycle, public transport etc.). I am aware that I will be disqualified if I change the official start number in any way, in particular, make the advertising print invisible or unrecognisable, or if I allow myself to be accompanied by persons on bicycles without a granted exemption.
- (4) In the case of my non-participation (illness, business trip, etc.), there is no right to reimbursement of the organisation fee, unless the organiser is responsible for my non-participation.
- (5) The organiser furthermore undertakes to inform participants in its event in writing that it recognises the validity of the DLV Anti-Doping Code (DLV-ADC) and submits to the provisions thereof. The organiser in addition undertakes to obtain from the participant at its event the latter's written consent to the recognition of the DLO Section 5.1.1 and/or 5.1.2 and to point out in writing that the latter through his/her participation submits to these provisions.

8. CONFIRMATION OF PARTICIPATION

- (1) You will receive a confirmation of participation no later than one week before the event by e-mail or by post. Please bring the confirmation with your start documents. There is no possibility to receive the start number by e-mail. You will find your name on the starter list online at www.generalimuenchenmarathon.de.

9. SECURITY OF ELECTRONIC PAYMENT PROCESSING

- (1) MÜNCHEN MARATHON GmbH endeavours to provide the appropriate state-of-the-art procedures for the security of electronic payment processing [currently: Secure Socket Layer (SSL)]. Nevertheless, MÜNCHEN MARATHON GmbH assumes no liability for cases of abuse that occur with a cash card and/or credit card used by the customer to order, regardless of whether the customer chooses the safest way of electronic payment processing.

10. DATA PROTECTION

- (1) We take the subject of data protection very seriously and collect, process and use your recorded data in accordance with the provisions of the Federal Data Protection Act (BDSG) and the Telemedia Act. This data may be transmitted to agents and according to § 11 BDSG to carefully selected business partners for the purpose of credit checks.
- (2) Your data will be stored by machine.

11. FINAL PROVISIONS

- (1) For all agreements between the customer and MÜNCHEN MARATHON GmbH, in which these General Terms and Conditions of Business are included German law shall apply exclusively, even if ordered from abroad or delivered abroad.
- (2) If the customer has no general place of jurisdiction in Germany or in another EU member state, the exclusive place of jurisdiction for all disputes arising from this contract shall be our registered office.