

## **GENERAL TERMS AND CONDITIONS (GTC)**

The following English version of the General Terms & Conditions is provided solely to aid in understanding. In the event of any conflicts arising about wording, the German original version shall be exclusively binding for all parties involved.

### **§ 1 Subject Matter of the Contract and Scope of Application**

(1) These General Terms and Conditions apply to all contractual relationships between us (SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Strasse/Adlerplatz, 14053 Berlin) and the visitors or users (hereinafter only: **users**) of our website in connection with the use, registration and/or orders placed via our website <https://login.scc-events.com>.

(2) Our service is directed exclusively to users who have reached the age of 18.

(3) Our services and offers are provided exclusively on the basis of these General Terms and Conditions. Conflicting, supplementary or deviating terms and conditions of the user shall not become part of the contract unless this is expressly agreed upon in writing between us and the user.

(4) Contract language is exclusively German.

(5) The current version of these General Terms and Conditions can be accessed, saved and printed out at <https://login.scc-events.com/s/terms-conditions>.

### **§ 2 User Registration, User Account**

(1) Users have the opportunity to register themselves or their minor children for participation in SCC sporting events and for the purchase of additional services, free of charge, via the website <https://login.scc-events.com>. This registration is a prerequisite for registering for SCC sporting events and for the purchase of additional services via the website.

(2) Upon registration, a permanent user account is created. Through this user account, registrations and orders can be placed and bookings already made can be viewed without the user having to provide further information about himself/herself.

(3) In order to create a user account, users must provide, among other things, a currently valid email address and a password. The email address serves as user name and, together with the password, as login data. The email address is also used for communication with the user on event- and contract-specific matters. Upon completion of the online registration process, a user contract is concluded between us and the registered user, free of charge.

(4) The user assures that the information provided during registration is correct and complete. The use of pseudonyms is not permitted. The user may not register more than once.

(5) The user is obliged to handle the registration data with care. The user is prohibited from disclosing the registration data to third parties and/or allowing third parties access to the user account by circumventing the registration data. Should the user receive indications of misuse of his user account by third parties, he must inform us immediately.

(6) In his/her user account, the user can store further information, such as first and last name, address, date of birth, billing information, etc. If the user's personal details change, the user is responsible for updating them. The user can also implement changes to the user account by contacting SCC EVENTS.

(7) Through his/her user account, the user also has access to the order history and event-related information such as dates, results/times, photos and/or videos of individual sporting events.

(8) Users can have their user account deleted at any time by notifying SCC EVENTS accordingly. Upon deletion, the user account and the associated personal information, such as name and password, will be deleted or made anonymous, unless we are subject to legal storage obligations or we need the data to process orders. In the case of participation in SCC sporting events, results data as well as photos and videos are stored for historical purposes. Further information can be found at <https://www.scc-events.com/corporate/kontakt/datenschutz/informationspflicht>.

(9) We are entitled at any time to discontinue the offer of registration and a user account via our website. In this case, the user will be informed of the intended discontinuation and irretrievable deletion at least four weeks in advance.

### **§ 3 Use of the User Account**

- (1) For the duration of the contract, we grant the users a simple and non-transferable right to use the user account.
- (2) We endeavour to ensure that the website and user account operate without disruption. This is naturally limited only to services on which we have or can have any influence.
- (3) We are at liberty to restrict access to the user account in whole or in part, temporarily or permanently, due to maintenance work, capacity requirements and other events beyond our control. We will attempt to avoid carrying out plannable work that could lead to restrictions during the registration periods of SCC sporting events.
- (4) Users have no claim to registration, creation of a user account and/or maintenance of individual functionalities of the user account.

### **§ 4 Registration for SCC Sporting Events**

- (1) Registered users can use their user account to register for an event or participate in the raffle for a race entry at an event. By clicking on the button "Order now subject to payment", users submit a binding offer to enter into a contract in accordance with § 145 BGB.
- (2) Upon receipt of the event registration or registration for the raffle, the participants will receive an email confirming their registration for the SCC sporting event or their participation in the raffle. If the race entries are raffled, a contract is only concluded with our express confirmation after the raffle.
- (3) If expressly offered, registration is also possible in writing via a form to be requested separately from SCC EVENTS GmbH. Registrations by fax or other forms of registration, such as email, will not be accepted. Participants who have already registered for an event by other means must still create a user account in order to complete the registration and obtain a right to start at the SCC sporting event.

## § 5 Purchase of additional services

- (1) Insofar as users are offered related goods or services when registering for an SCC sporting event (so-called additional services), the presentation of these additional services does not constitute a binding application to conclude a contract with us. Rather, it is a non-binding request to order additional services from us.
- (2) The user has the option of selecting individual additional services and adding them to his/her shopping cart. By completing registration for an SCC sporting event and pressing the button marked "**Order now for payment**", the user also submits a binding offer to conclude a purchase or service contract.
- (3) Unless otherwise stated, SCC EVENTS GmbH is the contractual partner for any additional services ordered. Otherwise, the contract is concluded with the contractual partner indicated in the order overview. In these cases (e.g. adidas products), we merely act as an intermediary between the users and the provider of the additional services. A contractual relationship is not established between us and the user in this respect.
- (4) After receipt of the order by us, the user will receive an automatically generated email by which we confirm that we have received his/her order (confirmation of receipt). This confirmation of receipt does not yet represent an acceptance of the purchase offer. A contract does not yet come into existence through the confirmation of receipt.
- (5) A purchase contract for the additional services shall only come into existence if we or the contractual partner of the respective additional service expressly declares acceptance or if we or the contractual partner of the respective additional service sends the goods to the user

- without prior express declaration of acceptance - or if we or the contractual partner of the respective additional service begins to provide the service.

## § 6 Terms of Payment, Value-Added Tax

- (1) The purchase price shall be paid - unless otherwise specified for the respective event - by means of the payment methods offered by our payment service provider Adyen by credit card, *Klarna Sofortüberweisung* (immediate bank transfer), PayPal or SEPA direct debit. When paying by credit card, only the cards listed for the respective event will be accepted.
- (2) When paying by SEPA direct debit, users authorise us to collect the invoice amount from the bank account specified by them by providing us with their bank account details. The user is obliged to keep the payment information stored in his/her user account up to date. When paying by direct debit, the user has to bear the costs that may arise as a result of a bounced payment transaction due to lack of funds or to incorrectly transmitted or stored bank account data.
- (3) We offer the immediate bank transfer payment option in cooperation with Klarna Bank AB, Sveavägen 46, 111 34 Stockholm, Sweden. The payment is always made to Klarna, to whom we assign our claim. *Sofortüberweisung* (immediate bank transfer) is available in Germany, Austria, Belgium, Italy, Spain, Poland and the Netherlands. Your account will be debited immediately after placing the order. Terms of use can be found [here](#). Your personal data will be treated by Klarna in accordance with the applicable data protection regulations and in accordance with the information in Klarna's [Privacy Policy](#).
- (4) When paying by credit card, PayPal, Klarna *Sofortüberweisung* and SEPA direct debit, the account will be debited in the amount of the (purchase) price at the time of the order. In case of participation in a raffle, the account will only be debited after notification of a successful raffle to the users.
- (5) When participating in a raffle and paying by credit card, the (purchase) price is reserved for 24 hours and then released again. The short-term debit of the credit card only serves to validate the credit card data.
- (6) The prices quoted for registration for SCC sporting events and additional services include the statutory Value-Added Tax and other price components and are exclusive of the respective shipping costs.

## § 7 Offsetting / Right of Retention

- (1) The user is only entitled to a right to offset his/her costs if his/her counterclaim has been legally established, is not disputed by us or originates from the same contractual relationship with the user.

- (2) The user can only exercise a right of retention if the counterclaim is based on the same contractual relationship.

## **§ 8 Terms of Delivery**

- (1) Unless otherwise agreed, the additional services will be provided in the temporal and local context of the respective SCC sporting event or will be handed out with the distribution of the starting documents in connection with the respective sporting event.
- (2) With the event information (approx. 14 days prior to the respective sporting event), the users will receive more detailed information on where and when they can receive ordered goods and services.
- (3) In the event that users have not picked up their goods at the specified times, we will keep them ready for collection for a period of three months.
- (4) If not all ordered products are in stock, we are entitled to make partial deliveries, as far as this is reasonable for the user. Any time limits shall only commence upon receipt of the last partial delivery.

## **§ 9 Retention of Title**

The goods remain our property until the purchase price has been paid in full.

## **§ 10 Damage in Transit**

- (1) If goods with obvious transport damages are delivered or handed out, please make complaints about such defects immediately after receipt to the deliverer and/or the issuing office.
- (2) Failure to make a complaint or contact us will not affect your statutory warranty rights. However, you help us to be able to assert our own claims against the carrier and/or the transport insurance company.

## **§ 11 Warranty**

Warranty claims by the user for the purchase of goods are based on the legal provisions of the purchasing laws. In the case of other additional services, such as massages, the law on service contracts may apply.

## **§ 12 Liability**

- (1) Unlimited liability: We are liable without limitation for intent and gross negligence and in accordance with the German Product Liability Act. In the case of slight negligence, we shall be liable for damages resulting from injury to life, body and health of persons.
- (2) Otherwise, the following limited liability shall apply: In the case of slight negligence, we shall only be liable in the event of a breach of an essential contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which you 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 shall also apply in favour of our vicarious agents.

## **§ 13 Amendment of the General Terms and Conditions (GTC)**

- (1) The respective current General Terms and Conditions shall apply to orders placed by the user, to which we shall make separate reference in the context of an order.
- (2) Amendments or supplements to these GTC which affect existing user accounts of registered users, in particular amendments or supplements to § 2 and § 3 of these GTC, shall only be made to the extent that this is required due to legal or functional adaptations of our website, e.g. technical changes or adaptations in the registration process or in the administration of the user account.
- (3) The user will be notified of changes or amendments pursuant to Paragraph 2 by email at least four weeks before they take effect, without the requirement of sending the amended or supplemented terms and conditions in detail or the new version of the terms and conditions as a whole; it is sufficient to inform the user of the changes or amendments made. We will provide a link in the announcement under which the new version of the terms and conditions can be viewed in its entirety.
- (4) If the user does not object to the change or amendment pursuant to paragraph 2 within 14 days of the announcement of the change or amendment, this shall be deemed to be consent to the change or amendment; we shall make separate reference to this in the announcement.

## **§ 14 Storage of the Contract Text**

Orders and the entered order data will be stored by us. We send an order confirmation with all details to the email address provided by the user. It is currently not yet possible for users to view and print out their order with all order data entered in their personal user account at any time. However, users

have the option to print out both the General Terms and Conditions and their order with all entered data during the ordering process.

## **§ 15 Cancellation Policy**

(1) Unless otherwise agreed in these GTC, the statutory provisions on revocation and withdrawal shall apply. In the case of contracts concluded outside business premises and in the case of distance selling contracts for participation in SCC sporting events, there is no statutory right of withdrawal pursuant to § 312g para. 2 no. 9 GCC (German Civil Code).

(2) In all other respects, you shall have a statutory right of revocation in accordance with the following provisions when purchasing or acquiring additional services:

### **Cancellation Policy**

#### **Right of Withdrawal**

You have the right to revoke this contract within fourteen days without providing reasons. The withdrawal period shall be fourteen days from the date of conclusion of the contract or from the date on which you or a third party designated by you (not being the carrier) has taken possession of the goods or from the date on which you or a third party designated by you (not being the carrier) has taken possession of the last partial consignment or the last item.

To exercise your right of cancellation, you must notify us at

SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Strasse/Adlerplatz, 14053 Berlin,

Phone: +49 3030128810

Email: [code@scc-events.com](mailto:code@scc-events.com)

by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of your decision to withdraw from this contract. You may use the attached model revocation form, which is not mandatory.

In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.

#### **Consequences of Revocation**

If you revoke this agreement, we shall reimburse you for all payments we have received from you, including delivery charges (other than any additional charges arising from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date on which we receive notice of your revocation of this agreement. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

We may refuse to make any refund until we have received the returned goods or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Strasse/Adlerplatz, 14053 Berlin immediately and in any case within fourteen days at the latest from

the day you inform us of the cancellation of this contract. The deadline is deemed to have been met if you dispatch the goods before the end of the fourteen-day period.

You shall bear the costs of returning the goods.

You shall only be liable for any loss of value of the goods if this loss of value is attributable to an improper use for the purpose of checking the condition, properties and function of the goods.

If you have requested that the services should commence during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of cancellation in respect of this agreement compared to the total scope of the services provided for in the agreement.

### **Sample Cancellation Form**

(If you want to cancel the contract, please fill out this form and send it back).

To

SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Strasse/Adlerplatz, 14053 Berlin,

Phone: +49 3030128810

Email: [code@scc-events.com](mailto:code@scc-events.com)

- I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)

- Ordered on (\*)/received on (\*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only in case of communication on paper)

- Date

(\*) Delete as applicable.

### **End of the Cancellation Policy**

The right of revocation does not apply to contracts for the delivery of goods which are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer. This also applies to sealed goods, which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery.

Please avoid damage and contamination. If possible, please return the goods to us in their original packaging with all accessories and with all packaging components. If necessary, use a protective outer packaging. If you no longer have the original packaging, please use suitable packaging to ensure sufficient protection against transport damage in order to avoid claims for damages due to damage caused by defective packaging. This modality is not a prerequisite for the effective exercise of the right of withdrawal.

## **§ 16 Final provisions**

- (1) Should one or more provisions of these GTC be or become invalid, the validity of the other provisions shall not be affected.
- (2) German law is exclusively applicable to contracts between us and our users. The possibility of the user to invoke the consumer protection rights of the state in which the user has his residence remains unaffected.
- (3) The place of jurisdiction for all disputes arising from or in connection with these terms and conditions is the registered office of SCC EVENTS GmbH at the time of conclusion of the contract.

June 2020