

General Terms of Business and Conditions of Entry for the Dresden-Marathon

§ 1 Field of application - validity

(1) The Dresden-Marathon is organized according to the regulations (IWB) of the German Athletics Association (DLV) and the International Association of Athletics Federations (IAAF). Therefore, the valid rules and sports regulations apply on the relevant day of the event.

(2) These general terms of business and conditions of entry regulate the legal relations between the sports agency creative sport marketing, Dresden, owner Peter Eckstein, Isfriedstraße 7, 01217 Dresden/Germany – in the following in short form: creative sport marketing – and the participant of the sporting event named Dresden-Marathon – in the following in short form: event. Divergent conditions given by the participant will not be accepted as valid, unless creative sport marketing had agreed to them in writing.

(3) These general terms and conditions of business are subject to occasional changes in content. They are part of the contract between creative sportmarketing and the participant in the version valid at the time of registration. Changes announced by creative sportmarketing on the Internet or in writing will become part of the contract without further notice.

§ 2 Contractual relationship

The sports agency creative sport marketing offers the organization and realization of races and sporting events – in the following in short form: events. On receipt of the participant's completed and signed registration form by mail or the completed online Web form a contract between the participant and creative sport marketing about the organization and realization of the relevant event specifically described in the registration form or at the website www.dresden-marathon.com is concluded. Registration by fax or email will not be accepted. The registration fee, consisting of the organization fee exclusive of the fee for any booked additional services, as for example the engraving of the medal, becomes payable at the moment of the committed registration. After the completed registration, in case of non-participation, also in case of illness, there is no claim to reimbursement of the registration fee or issue of a voucher for any coming event.

§ 3 Health requirements for participation

With registration the athlete declares that he or she is in a healthy condition and has trained efficiently for the participation in the competition. It is the obligation of the athlete to have his physical condition medically checked before participating in the event. Particularly, the sports medical questionnaire which is provided on the above mentioned website has to be noted. The event organizer does not take on any liability for any health risk taken by the participant.

§ 4 Right to participation

(1) Eligible is every person who has reached the required age for the particular race distance mentioned in the registration documents. Condition of participation is a registration according to the rules by sending in the completed and signed form, by registering online or by handing in the completed and signed form later on the spot.

(2) Participation is a strictly personal right and non-transferable. The starting numbers are non-transferable.

(3) The organizer will announce organizational measures to the participants before the event. The instructions of the organizer and its appropriately identified personnel must be followed. In the event of violations that disrupt the proper course of the event or that may endanger the safety of the other participants, the organizer is entitled to exclude the person concerned from the event and / or to disqualify him / her at any time. Legally binding declarations can only be made to the participants by the organizer's authorized group of people.

§ 5 Alteration and cancellation – reimbursement

(1) The organizer has the right to make changes of the event or to cancel it completely in case of force majeure, because of official authority order or for safety reasons. In these cases the organizer has no compensation liability to the participant.

(2) Reimbursement of the registration fee is only taken into consideration in case of the complete cancellation of the event when the organizer is responsible for it. In case of the cancellation being justified by the organizer, there is only a partly reimbursement to the amount of the remaining difference between the organization expenses already paid by the organizer and the proportionate share of the participant. It is subject to the athlete to verify that his or her proportionate share was of lower costs.

§ 6 Exclusion of liability

- (1) The participant will not lay claim for damage or injuries of any kind to the organizer and sponsors of the race or to the city of Dresden or its representatives and the owners of private paths. This also applies to the participation in accompanying events.
- (2) The organizer is not liable for not at least grossly negligent caused material and property damage. The organizer is only liable on principle in case of intent and gross negligence. These restrictions of liability are also valid for any assistants of the organizer as well as for others who are included by the organizer in the organization of the event.
- (3) The organizer is not liable for any of the participant's objects being looked after by others who have been authorized by the organizer.

§ 7 Exclusion and disqualification

- (1) Participation without a starting number or without the chip needed for timekeeping according § 8 lead to immediate disqualification.
- (2) The organizer reserves the right to disqualify and/or exclude a participant from the event at any time. Reasons for disqualification are in particular: false personal data, a suspension by the athletic associations mentioned in § 1, missing times at the latest timekeeping, the suspicion of taking unpermitted substances (doping) or when the organizer or the authorized medical service have reason to assume that the participant is not able to take part in the race or to continue it because of health problems.
- (3) Should the starting number be changed in any way, particularly the advertising print be changed or made invisible, the participant is excluded from time measurement.
- (4) The officially given starting number has to be worn clearly visible on the chest of the participant.
- (5) Participants who violate the order instructions of the assisting staff and thus disturb the proper procedure of the event or put their own safety or health and/or those of other participants, of assisting staff or of spectators at risk will be disqualified and excluded from the event.
- (6) When being disqualified for the above mentioned reasons there is no claim to any refund of the organization fee.

§ 8 Timekeeping, time measuring transponder and illegal behavior

- (1) In all individual competitions, the time is measured exclusively by means of an RFID transponder in the start number. This must not be kinked, covered or changed, otherwise the timekeeping cannot be guaranteed. In the relay, the transponder is attached to the ankle with Velcro and passed on from runner to runner
- (2) Each transponder was checked for functionality before being issued to the participant. A guarantee and / or liability of the organizer due to the defectiveness of the transponder is excluded.
- (3) If the officially assigned start number is changed in any way, especially if the advertising is made invisible or unrecognizable, the participant will be excluded from the evaluation (disqualification).
- (4) Participation with inline skates, strollers (baby joggers) and dogs is not permitted.
- (5) Unauthorized bicycle escort (without official organizer's authorization plate) in the field of runners is prohibited and leads to the immediate disqualification of the accompanied runners.
- (6) Carrying and using other technical aids that endanger or hinder other participants are not permitted (including walking sticks).

§ 9 Privacy Policy

Protecting your personal data is very important to us. With this privacy policy we would like to inform you about which of your personal data or information creative sportmarketing Dresden could collect and in what way we use it. The information you provide us with in order to register for the Dresden-Marathon will contain the following: your contact details, your date of birth and further information about the race. This information will be used by creative sportmarketing Dresden or by third parties who are working on our behalf in order to contact you and to provide the service needed. All service providers who have access to your personal data have agreed to protect this information and to merely use it as instructed by us. We restrict access to your personal data to authorized personnel, third parties engaged, subsidiaries and business partners or other parties who require that access in order to perform the tasks and responsibilities assigned to them by creative sportmarketing. We point out to you that in spite of our efforts with regard to the protection of your processed and stored personal data there will be no guarantee that these data can be protected from potential security violations by any safety system. You have a right to demand information from us on how your personal data are being used by us and to whom we disclose these data. Furthermore, you have a right to be able to inspect the personal information we hold about you, to request a copy of it as well as it be modified or deleted as necessary. In addition to that you have a right to request the transfer of your personal data to another business entity or person in machine-readable format under certain circumstances. Our possibilities to meet your demands regarding this may be limited.

Please address any inquiries in this regard to: creative sportmarketing Dresden, Peter Eckstein, Isfriedstraße 7, 01217 Dresden.

In case that you wish to submit a claim on how we are handling your personal data you may contact the owner of the sports agency creative sportmarketing at the address org@dresden-marathon.de who then will carry out an appropriate investigation.

If you are not satisfied with our response or are of the opinion that with regard to our processing of your personal data we violate applicable laws and regulations, you can file a complaint with the Data Protection Authority.

(1) The personal data given by the athlete at registration will be saved and used for the purpose of organization and processing of the event, including the purpose of medical service and care of the athlete during and related to the event and for media coverage according number. 2, as well as for commercial disposal of photos taken of the event according number 3. When registering, the athlete agrees to the fact that his/her data are being saved for these purposes.

(2) It is pointed out to the athlete that the event is a sporting event which is in the public's interest and he/she therefore accepts it as common that the participant's race results are being published in the media. The athlete agrees to the fact that his/her last name, first name, year of birth, membership, starting number and race results (placing and times) can be published in all covering print media (list of participants, results etc.) and in all electronic media such as the internet.

(3) The athlete agrees to the fact that photos taken of him/her, films and interviews that are being made in connection with his/her participation in the event can be distributed, duplicated and published in all media and at all data media without claim to financial compensation or fee. Furthermore, the athlete agrees to the fact that his/her personal data can be given to companies for the purpose of sending photos of the participant at the race course and finish line which have been taken by a company authorized by the organizer in order to offer the possibility to purchase photos of the event; the athlete is not obliged to purchase any of these photographs.

(4) The participant agrees to the fact that his/her registered personal data can be given to others in order to measure the race time, to produce placing lists and to publish these lists on the internet.

(5) Concerning the above mentioned data the athlete has the right to get information on them, should the occasion arise also the right to correct, to block, to oppose and to delete this information; these demands have to be made in writing to creative sport marketing, Dresden, owner Peter Eckstein, Isfriedstraße 7, 01217 Dresden/Germany.

§ 10 Final regulations

(1) Place of fulfilment and legal domicile is Dresden.

(2) In case of any legal dispute German courts are exclusively competent and German jurisdiction alone is applicable.

(3) If particular regulations of these terms of business and conditions of entry are inoperative or loopholes in the rule system appear, the effectiveness of the remaining regulations will not be touched. Then the regulation applies which comes closest to the aim and the economic purpose of the concerned regulation.

Effective: January 2020 / Subject to alteration!