

General Terms and Conditions of Participation for Events Organized by Dresdner Laufevents und Touristik GmbH

Preamble

These Terms and Conditions apply to all events organized and conducted by Dresdner Laufevents und Touristik GmbH, Magdeburger Straße 2, 01067 Dresden (hereinafter also referred to as "DLT GmbH", "we" or "us"). The Dresden Marathon e.V., Magdeburger Straße 2, 01067 Dresden, is the official organizer of the running event "Dresden Marathon" and has commissioned DLT GmbH to manage and carry out the event. We are authorized and instructed to enter into contracts with participants in our own name. All declarations by participants are to be directed to us.

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§ 1 Scope of Application

(1) These Terms and Conditions form an integral part of the contract between DLT GmbH and any person registering themselves and/or third parties as participants. They apply to all participants in the version valid at the time of registration and on the day of the event. The current version of the Terms and Conditions will be posted on the day of the event and is available at any time at <https://www.Dresden-Marathon.com/Downloads>.

(2) Deviating terms and conditions of the participant shall not apply unless DLT GmbH has expressly agreed to their validity in writing.

§ 2 Conclusion of Contract; Current Version of the Terms and Conditions

The contract between the participant and Dresdner Laufevents und Touristik GmbH becomes effective upon receipt of the completed and signed registration form, or, in the case of online registration, upon electronic submission of the completed web form for the specific event designated in the form or on the website www.dresden-marathon.com.

Registrations submitted by fax or email will not be accepted.

The registration fee, consisting of the organizational fee plus any charges for optional services (e.g. medal engraving), becomes due and payable upon binding registration.

Once registration has been completed, there is no entitlement to a refund of the registration fee or to the issuance of a voucher for a future event, even in cases of non-participation due to illness.

§ 3 Conditions of Participation, Competition Rules, Prize Money

(1) Eligibility to participate is generally granted only if the participant has reached the minimum age specified in the respective event announcement, has successfully registered for the corresponding race in accordance with the applicable provisions (see <https://www.dresden-marathon.com/en/registration/online-registration>), has paid the registration fee, and is not subject to any participation ban.

Participation is a strictly personal right and is non-transferable.

The course must be completed within the officially communicated maximum time. Participants must start the race themselves and be capable of completing the course under their own power. By registering, participants confirm that they meet the health requirements for participation and, in case of doubt, will seek prior medical advice. On the day of the event, participation is permitted only if the participant is in good health and has an adequate level of training. The race must be discontinued immediately at the first signs of weakness and/or discomfort. The organizer accepts no liability for the participant's health risks.

(2) Participation is not permitted if the participant suffers from a chronic illness that requires special care, including medical support, during the event. Personal medical support by physicians or other medical staff is only allowed if they have been accredited in advance by the organizer. Participation is also prohibited if the participant is suffering from a communicable disease.

(3) Medical services will be available along the course and may be used free of charge by participants. However, transportation to a hospital and any further medical treatment incurred there must be paid for by the participant. It is the sole responsibility of each participant to obtain sufficient health insurance coverage, including additional coverage such as international travel or sports insurance, if applicable.

(4) Participants who take part in the event despite knowing, or negligently failing to know, that they are or may be carriers of a communicable disease shall indemnify DLT GmbH, upon first request, against any third-party claims. This includes, for example, cases in which an infection has been confirmed or in which participants have failed to meet verification obligations under these Terms and Conditions or have submitted false or incomplete documentation.

(5) Our events are conducted in accordance with the relevant national and/or international competition rules and under the supervision of the competent athletic federation, provided that this is stated during registration. Further information and an overview of the applicable competition and federation rules can be found at <https://www.dresden-marathon.com>.

§ 4 Timing, Start Blocks, Discipline Changes

(1) Timing for all individual competitions is carried out exclusively using RFID transponders integrated into the race bib. The bib must not be folded, covered, or altered in any way, as this may impair proper timekeeping. For relay events, the transponder is attached to the ankle using a Velcro strap and must be passed from runner to runner.

(2) Each transponder is checked for proper functionality before being issued to the participant. Any warranty or liability on the part of the organizer due to defective transponders is excluded.

(3) Participation in our timed sporting events is not permitted without a transponder or with a timing transponder not authorized by us.

(4) We reserve the right to establish start blocks and to implement wave starts. Participants will be assigned to start blocks based on the best or expected time stated during registration. However, we are not bound by this information. There is no entitlement to placement in a specific start block.

(5) If a participant wishes to change disciplines (e.g., switch to a shorter or longer distance) within the same sporting event booked directly with us, we will accommodate this request if capacity allows and the change is feasible without disproportionate effort.

§ 5 Security Measures

(1) Information regarding the organization of the event and any short-notice changes can be found on the respective event website. We recommend that participants check this information regularly, and in any case on the day of the event.

(2) Each participant is expected to regularly inform themselves—particularly on the day of the event—about any necessary short-term changes by consulting the official event website.

(3) Organizational measures will be communicated by the organizer to the participants prior to the event. The instructions of the organizer and its appropriately identifiable staff must be followed without exception. In the event of any violation that disrupts the proper conduct of the event or endangers the safety of other participants, the organizer reserves the right to exclude the individual concerned from the event at any time and/or to disqualify them.

Legally binding declarations may be made to participants only by persons specifically authorized by the organizer to do so.

§ 6 Rule Violations, Breaches, Exclusion, Bans

(1) Participation with inline skates, baby joggers, or similar devices is not permitted. Unless explicitly stated otherwise, the use of sports equipment or other aids is not allowed at our sporting events. Exceptions apply only to sports or assistive devices explicitly listed as permitted in the respective event rules.

(2) Unauthorized bicycle escorts (i.e., without an official accreditation issued by the organizer) within the runner field are strictly prohibited and will result in the immediate disqualification of the accompanied runner.

(3) The carrying or use of any other technical devices that could endanger or obstruct other participants is not permitted (this includes, for example, walking poles).

(4) In the event of violations of these Terms and Conditions or failure to follow instructions given by us, our clearly identified course marshals, or medical personnel—particularly if such conduct may compromise the orderly conduct of the event or the safety and/or health of participants—we,

our marshals, and/or the medical staff may exclude the individual concerned from the official timing or disqualify them from the event.

The following are considered sanctionable violations, among others:

- Violations of the applicable national and international competition rules (see § 3(5));
- Participation without a race bib;
- Transfer of the personally assigned race bib to another person;
- Acquisition or alteration of a race bib by fraudulent means;
- Obscuring sponsor logos or other printed elements on the race bib;
- Grossly unsportsmanlike behavior;
- Repeated, implausible, or missing split times;
- Active bans imposed by the relevant athletic governing bodies;
- Participation with an unauthorized or missing timing transponder (see § 4(1));
- Reasonable suspicion of using unauthorized substances;
- A substantiated assessment by the organizer or the designated medical team that the participant is medically unfit to start or continue the race.

Disqualification for any of the above reasons does not entitle the participant to a refund of the registration fee.

(5) We further reserve the right to impose a ban on participation (including future events). A ban may be imposed, in particular, in the case of repeated violations of these Terms and Conditions despite prior warning, outstanding payment obligations, or in order to protect the health of the participant. Any such ban will be communicated in writing.

§ 7 Withdrawal and Refunds

(1) If a registrant fails to fulfill their payment obligations for the registration fee despite a reminder including a deadline (in text form), this shall be deemed a final waiver of the right to participate. If a participant declares that they no longer wish to be bound by the participation contract, cancels their registration for the event, or fails to make use of their start right (no-show), we will treat such conduct—regardless of whether it is legally justified—as a definitive waiver of the right to participate in the event.

(2) In the case of a no-show pursuant to § 7(1) or if a participant declares—regardless of the reason—that they will not start, there is no entitlement to a refund of the registration fee. The same applies in the event of exclusion or disqualification pursuant to § 6.

(3) We are entitled—and may be required by official order—to postpone, shorten, interrupt (in whole or in part), temporarily suspend, relocate, partially close, or cancel the event in justified exceptional circumstances. Such an exceptional circumstance exists if there are sufficient actual indications that conducting or continuing the event would pose a concrete danger to life, physical integrity, or property of significant value. Where possible, participants will be informed in advance of such changes via email and on the respective event website. In such cases, the organizer shall not be liable for any damages.

(4) A refund of the registration fee is only possible in the event of a complete cancellation of the event and only if the cancellation is attributable to the organizer. Even in this case, only a partial refund will be made—corresponding to the remaining amount after deduction of the participant's proportionate share of expenses already incurred by the organizer. Participants are entitled to demonstrate that the deducted amount was disproportionately high. If the event is cancelled within 42 days prior to the event date due to a pandemic, force majeure, or official order, Dresdner Laufevents und Touristik GmbH reserves the right to retain 50% of the organizational fee to cover expenses already incurred. In such cases, transferring the registration to the following year is excluded.

§ 8 Liability

(1) We are generally liable only for intent and gross negligence. In the case of slight (ordinary) negligence, we are liable only for damages resulting from injury to life, body, or health.

(2) In all other cases of slight negligence, we are liable only for the breach of essential contractual obligations (cardinal obligations), i.e., obligations the fulfillment of which is essential for the proper execution of the contract and on which the participants may regularly rely. In such cases, our liability is limited in amount to EUR 5,000,000.00 and to damages which were foreseeable at the time the contract was concluded and which are typical for this type of contract. This limitation of liability also applies in favor of the vicarious agents of Dresdner Laufevents und Touristik GmbH. The limitation does not apply to damages resulting from injury to life, body, or health.

(3) The organizer accepts no liability for any items stored by third parties commissioned by the organizer on behalf of the participant.

(4) If DLT GmbH is entitled or, due to force majeure, official order, or safety reasons, required to make changes to the event that render its economic implementation impossible or necessitate full or partial cancellation, there shall be no liability for damages on the part of DLT GmbH. In such cases, DLT GmbH may revoke start rights, exclude individual participants or all participants from DLT events, and/or withdraw from the contract. If DLT GmbH is entitled or required—due to force majeure, official orders not attributable to it, or safety reasons—to reduce the number of participants, the permitted number will be determined by means of a draw. Affected participants will be informed of such (partial) cancellations immediately.

If an event has already commenced and must be canceled for the aforementioned reasons, participants are not entitled to a refund of the registration fee.

Force majeure includes, without limitation: war, acts of war, civil unrest, strikes, lawful lockouts, shortages of energy or raw materials, revolution, rebellion, military or civil coups, terrorism, nuclear incidents, riots, embargoes, epidemics, pandemics, fire, hurricanes or other natural disasters of catastrophic extent, as well as natural events such as earthquakes and landslides.

§ 9 Data Collection and Processing

(1) The personal data provided by participants during registration is stored and processed by us for the purpose of organizing and conducting the sporting event. This includes printing race results on personalized certificates, providing medical support during the race and at the finish line through medical service providers assigned to the event, and handling payment processing. The data processing is carried out at the participant's request and is necessary under Article 6(1)(b) GDPR for the performance of the participant contract and pre-contractual measures.

(2) The personal data collected by us for contract fulfillment will be stored until the expiration of the statutory limitation period, unless longer legal retention periods apply or the participant has consented to extended storage pursuant to Article 6(1)(a) GDPR.

(3) In addition, we process and publish the participant's first name, last name, year of birth, nationality, gender, club (if applicable), bib number, and race result (placing and times) for the purpose of displaying participation and result lists in event-related media (such as printed programs and result booklets, as well as on the internet). This data is also transferred to third parties (e.g. newspapers, timing services) for publication and is stored for the creation of a historical results database. This processing and disclosure is based on our legitimate interests pursuant to Article 6(1)(f) GDPR.

(4) The collection, processing, and storage of personal data in connection with photo and video recordings made or commissioned by us under § 10(2) is also based on our legitimate interests pursuant to Article 6(1)(f) GDPR.

(5) Participants have the right to request information on how their personal data is used and to whom it is disclosed. They also have the right to access, correct, or delete the personal data we hold about them, to request a copy of that data, and, under certain conditions, to request the transfer of their data in machine-readable format to another organization or person. Our ability to fulfill such requests may be limited by legal obligations.

All such inquiries should be directed to:

Dresdner Laufevents und Touristik GmbH

Magdeburger Str. 2, 01067 Dresden, Germany

If you wish to lodge a complaint regarding our handling of your personal data, you may contact us at **info@dresden-marathon.com**. We will investigate your complaint accordingly.

If you are not satisfied with our response or believe that we are processing your personal data unlawfully, you may submit a complaint to the competent data protection authority.

(6) The personal data provided by participants during registration is also stored and processed for the purposes of media coverage as described in § 10 and for the commercial distribution of event photographs as described in § 10. By registering, the participant consents to the storage and use of their data for these purposes.

(7) The participant agrees that photographs, video recordings, and interviews taken in connection with their participation in the event may be reproduced, distributed, and published in all media and on all types of data carriers without remuneration. The participant further agrees that their personal data may be shared with companies for the purpose of sending photographs taken along the course and at the finish line. These images are taken by companies commissioned by the

organizer for the purpose of making them available for purchase. There is no obligation for the participant to buy these images.

(8) Participants consent to the transfer of their personal data to third parties for the purpose of timekeeping, compiling result lists, and publishing these lists online.

(9) Participants may revoke their consent at any time with future effect by notifying DLT GmbH in writing by fax or email.

(10) In accordance with Articles 15 et seq. GDPR, participants have the rights to access, rectification, erasure, restriction of processing, data portability, and to object under Article 21 GDPR. Where special categories of personal data are processed on the basis of consent, that consent may be revoked at any time. To exercise these rights, participants may contact:

Dresdner Laufevents und Touristik GmbH

Magdeburger Str. 2, 01067 Dresden, Germany

Pursuant to Article 77 GDPR, participants also have the right to lodge a complaint with the competent data protection supervisory authorities. This may be the authority responsible for our place of business or for the participant's place of residence.

§ 10 Public Event, Photo and Audio Recordings

(1) Participants acknowledge that our sporting events are public events. They may be subject to media coverage, both online—on the internet and/or in social media—and offline in radio, television, and print media. Participants must therefore expect that they may be recorded or featured in photographs and video footage. The organizer will also document its events in image and sound.

(2) During the events, participants may be filmed, photographed, and/or interviewed by us or by service providers commissioned by us. The resulting photographs, video recordings, and interviews (hereinafter referred to as "recordings") may be used by us free of charge for documentation and editorial purposes. Participants grant us the exclusive, unrestricted, and irrevocable right—unlimited in time, place, and content—to reproduce, distribute, publicly display, and make these recordings accessible on demand. The recordings may be used by us both offline and online, including (but not limited to) in the following contexts: magazines, newsletters, posters, photo and video impressions of the event, highlight videos, and press publications. We may pursue promotional purposes in the context of such reporting, provided the primary focus remains editorial.

The recordings may also be published on our own websites and social media profiles, as well as on those of our partners, as part of recaps, impressions, and/or highlight videos from our (past) events.

The provisions of §§ 22 and 23 of the German Kunsturhebergesetz (KUG – Art Copyright Act) remain unaffected.

Participants waive the right to be named in connection with such recordings.

§ 11 Final Provisions

(1) The place of performance and jurisdiction shall be Dresden, Germany.

(2) All disputes arising from or in connection with this contract shall be subject exclusively to the jurisdiction of the German courts. Only German law shall apply, to the exclusion of the provisions of international private law.

(3) Should individual provisions of these General Terms and Conditions of Participation be or become invalid, or should any omissions be identified, the validity of the remaining provisions shall remain unaffected. In such cases, a valid provision shall apply which most closely reflects the intent and economic purpose of the provision in question.