

## **§ 1 Field of application - validity**

(1) The Craft BIKE TRANSALP powered by Nissan is an event of the Delius Klasing Verlags GmbH.

(2) Updated versions of these terms and conditions will be published on the homepage. They are, in their then-current form, part of the contract between organizer and participant.

## **§ 2 Terms and conditions of participation – safety measures**

(1) Everyone who has reached the age of 18 is entitled to start. It's a team race. Racing bicycles or equipment, such as helmets, drinking bottles etc., not specified in the regulations, or which may in any way impair the health or safety of participants or visitors of the event, is only permitted for use with the explicit approval of the organizer.

(2) Organizational measures will be announced to the participants by the organizer prior to the start of the event. Instructions of the organizer and event staff are to be followed without exception. If these instructions are not complied with and this disrupts the orderly progress of the event or jeopardizes the safety of participants or visitors, the organizer is entitled to exclude the person or disqualify the participant in question. Legally binding declarations can be made to the participants by authorized event personnel only.

## **§ 3 Registration – participation fee – terms of payment – reimbursement – cancellation**

(1) Registrations can only be accepted on our homepage [www.bike-transalp.de](http://www.bike-transalp.de) by registering online using the "web form" or the written PDF form, completely filled and sent back to PLAN B. Registrations are binding for the applicant. After successful completion of the registration process the applicant will receive a preliminary confirmation. A binding contract will only be accomplished after the applicant's receipt of an explicit registration confirmation, which will also contain the request for payment of the entry fee. Payment must be made in full within 15 workdays after receipt of the first confirmation. If the applicant fails to make payment within the specified time, the organizer has the right to withdraw from the contract by revoking the registration confirmation. In this case the applicant will be charged a fee of €50 for necessary expenditures on the part of the organizer.

(2) The entry fee of the Craft Bike Transalp 2012 is €650 per participant. The services provided can be found at [www.bike-transalp.de](http://www.bike-transalp.de).

(3) Payments can be made by direct debit only, or, in case of participants with a foreign bank account, by money transfer.

(4) The organizer will send a confirmation to the participant after receiving the registration application and the entry fee. The organizer reserves the right to exclude or disqualify a participant at any time, if he or she has provided false personal data, he or she is subject to a ban by the BDR or if the participant is suspected of taking part in the race after having taken banned substances (doping).

(5) The right to participate is not transferable without explicit approval of the organizer.

(6) If a registered participant does not enter the race or declares to the organizer his or her withdrawal, he or she is not entitled to a refund of the entry fee.

(7) In the accreditation process, the participant will receive the necessary documents only if he or she provides his/her registration confirmation or identity card/passport. Should the participant be unable to pick up those documents in person, he or she must give a third person power of attorney to do it for him/her. The documents cannot be mailed.

(8) Delius Klasing can exclude someone from the event if:

- he or she violates the regulations and/or rules and instructions (before or during the event) and
- he or she keeps disturbing the event or jeopardizes his/her own safety or the safety of someone else and
- he or she fails to comply with the instructions of the event management or staff members.

(9) For the Craft Bike Transalp powered by Nissan the following conditions apply to cancellations:

- In case of cancellations up to and including January 27<sup>th</sup>, 2012, the participant will get a refund of 90% of the entry fee.
- In case of cancellations between January 28<sup>th</sup>, 2012, and April 13<sup>th</sup>, 2012, the participant will get a refund of 50% of the entry fee.
- After April 14<sup>th</sup>, 2012, the participant will get a refund of 10% of the entry fee if he/she provides a medical certificate.
- The refund can be paid 60 days after receiving the written cancellation.
- Up to and including June 14<sup>th</sup>, 2012, it is possible to once change the team partner for a fee of €50. This fee is to be paid by the participant requesting the change. It is not possible to change the rider a second time.

In case of later cancellations there will be no refund. Starting positions are personalized and thus transferable only by the organizer, but not by the participant.

It is recommended that participants get coverage of a travel cancellation insurance.

(10) Cancellations can only be accepted when submitted in writing.

(11) The organizer sets an organizational limit of 1,100 starters. After exceeding this limit registrations will not be accepted.

#### **§ 4 Cancellation of the event / failure to commence the race**

In case of cancellation of the event due to force majeure, failure to commence the race, or cancellation due to reasons the organizers have no control over (like bad weather), the participant has no right to claim a refund of the entry fee or a reimbursement for other damages, such as travel expenses or accommodation costs.

## **§ 5 Liability disclaimer**

(1) Participants agree to indemnify, defend, and hold harmless the organizer of the event or any third party executing the event from and against all damages and costs.

(2) The organizer will not be liable for health risks of a participant that are in any way connected with taking part in the Craft Bike Transalp powered by Nissan. It is incumbent on the participant to make sure he or she is in good health. The Participant must also ensure all equipment is in proper working condition and wear a helmet at all times of the race. The helmet must be in compliance with Ansi/Snell or the new TÜV/GS norms or the regulations of UCI.

(3) The organizer will not be liable for lost valuables, clothing, or equipment.

(4) The organizer disclaims all liability for damages that may arise because a participant is prevented by legal regulations and/or governmental orders to partake in the event.

(5) All participants have to return the issued transponder (cash deposit of €50 at the registration center) after the race at the Race Office. The handing over will be confirmed by a CBTA employee. All participants who fail to return the transponder after 30 days don't get back the deposit.

(6) Costs for third party services, e.g. rescue services, have to be paid by the participant. The organizer reserves the right to charge any of these costs to the participant. It is recommended to get the coverage of a personal liability insurance for this type of event. Please check your existing insurance plans for coverage.

(7) The participant certifies that he/she knows, has read and accepts the general terms and conditions and regulations of this event. The participant hereby certifies with his/her signature that he/she takes part in this event at his/her own risk and that he/she is insured against accident or injury. It is strongly recommended to have a private abroad health insurance, which includes helicopter use and patient transport back home. I herewith accept that PLAN B event company GmbH can use this email address to send me further information. Also the participant states in a binding manner when starting the race that there are no health concerns regarding his/her participation in the race.

(8) The organizer will not be liable for damages at the bike which happen during the return shuttle from Riva del Garda to Oberammergau.

## **§ 6 Data acquisition and utilization**

(1) By registering for the event the participant agrees that the data acquired during registration is stored and can be provided to third parties for the purpose of timing, classifying, and compiling result lists, and that photos, video material and interviews can be published without remuneration.

(2) Personal data provided in the registration process by the participant will be stored and used for purposes that are connected with executing the event only, especially with regard to data necessary for the payment process (§ 28 BundesdatenschutzG). By registering the participant agrees that his/her data is stored for that purpose.

(3) Participants agree that photos, video material, and interviews made in connection with his/her participation in the event can be broadcasted and published on TV, the radio, in print, books, photo copies (video footage, video tapes, etc.) without fees. Moreover, participants agree that personal data can be provided to a third party

commissioned by the organizer for the purpose of mailing photos of participants on the course or in the finish. However, participants do hereby not declare that they may want to buy such a photo.

(4) The participant agrees that his/her last name, first name, year of birth, team name, starting number and results (placings, times) may be published in all print media relevant to the event (participant list, scoring board) and in all electronic media such as the internet.

(5) Participants agree that photos, video material, and interviews made in connection with his/her participation in the event can be broadcasted and published on TV, the radio, in print, books, photo copies (video footage, video tapes, etc.) without fees. Moreover, participants agree that personal data can be provided to a third party commissioned by the organizer for the purpose of mailing photos of participants on the course or in the finish. However, participants do hereby not declare that they may want to buy such a photo.

(6) Participants may send (by mail, fax or e-mail) their objection to the publication or transfer of personal data to the organizer.

## **§ 7 Statute Of Limitation**

Any claim by the participant towards Delius Klasing Verlag GmbH, irrespective of its legal ground, shall be statute-barred after one year from the contractually specified end of the event.

### **Veranstalter:**



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Organisation:



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