

# **TERMS AND CONDITIONS**

## VWR GRAVELBIKE EXPERIENCE 2022

### § 1 Application - Validity

- (1) The VWR GRAVELBIKE EXPERIENCE 2022 from May 26-28 2022 (hereinafter referred to as GBE) is an event of PLAN B event company GmbH.
- (2) Current changes of the GBE will be published on the internet at <a href="https://www.gravelbike-experience.com">www.gravelbike-experience.com</a> They are part of the contract between the organizer and the participant in the version valid at the time of registration.

### § 2 Conditions of Participation - Safety Measures

- (1) All healthy, experienced, well-trained and ambitious cyclists as well as beginners who have reached the age of 18 are entitled to start. Participation is also allowed for youths of 16 and 17 years of age, provided that a written declaration of consent from a parent or legal guardian is available. Youths of 14 and 15 years are allowed to participate in the event if accompanied by a parent or guardian. Each participant bears full personal responsibility for his/her state of health. Anyone who has properly registered and registered on site may participate.
- (2) Organizational measures will be announced by the organizer to the participants before the beginning of the event. The instructions of the organizer and his appropriately identified personnel must be followed without fail. In the event of violations that may disrupt the orderly course of the event or endanger the safety of the other participants, the organizer is entitled to exclude the person concerned from the event at any time. Legally binding declarations can only be made to the participants by the organizer's authorized personnel.
- (3) All information and instructions in the invitation to tender constitute a direct contractual obligation on the part of the participant. Claims of any kind in connection with the contract or the services provided by PLAN B event company GmbH shall be asserted by the participant against PLAN B event company GmbH after the end of the event within one month after the contractually agreed end of the GBE.

## § 3 Registration - Confirmation of registration - Participation fee - Terms of payment - Expense fees

- (1) Registration can only be made online on the homepage <a href="www.gravelbike-experience.com">www.gravelbike-experience.com</a> via the corresponding "Abavent registration portal". The registration is binding for the participants. Once registration has been completed in full, participants will receive a confirmation of this, including confirmation of payment. A binding contract for participation in the event is only concluded upon receipt of the registration confirmation. Payment of 100% of the participation fee is due directly upon registration. If the participation fee is not paid on time, the organizer has the right to withdraw from the contract by revoking the registration confirmation. In this case, a flat fee of € 50.00 per participant will be charged.
- (2) There are different participation fees at the GBE:
- 4\* package, 3 nights: € 790,- per person in a double room single supplement EUR 45,-per night
- 4\* package, 4 nights: € 890,- per person in a double room single supplement EUR 45,- per night
- 4\* package for accompanying persons including evening events: € 590,-.

The exact scope of services of the respective packages can be found at <a href="www.gravelbike-experience.com">www.gravelbike-experience.com</a>.

- (3) Payments can be made to participants in five different ways:
  - SOFORT bank transfer
  - PayPal
  - Voucher
  - Credit card
  - SEPA direct debit
- (4) The organizer will send a registration confirmation to the participants after receipt of the registration and receipt of the participation fee. The organizer reserves the right to exclude a participant from the event at any time if the participant has provided false personal data during registration.
- (5) Participation is only transferable to a third party up to and including 12.05.2022 in agreement with the organizer for a fee of  $\leq 50,00$ .
- (6) During registration on the first day in Biberwier, the participant will receive the starter package. The starter package will not be shipped.





- (7) PLAN B event company GmbH may exclude the participant from the event/terminate the contract with the participant if:
  - he/she permanently disturbs the event or endangers himself/herself or others,
  - he/she does not follow the instructions of the event management or staff,
  - he/she is in breach of contract to such an extent that the immediate cancellation of the contract is justified.

If PLAN B event company GmbH terminates the contract with the participant, it shall retain the right to the participation fee.

- (8) The following justified expenses apply to GBE 2022:
  - The participant may withdraw from the booked event at any time.
  - In case of cancellation until 26.02.2022 we will refund 75% of the participation fee.
  - In case of cancellation between 27.02.2022 and 08.05.2022 we will refund 50% of the participation fee.
  - No refund is possible after the mentioned deadlines.
  - The refund will be made within one month after receiving the written cancellation.

### It is recommended to take out a private travel cancellation and recovery insurance in advance.

- (9) Cancellation of the registration by the participant can only be made in writing.
- (10) The organizer sets an organizational limit of 100 participants. Registrations exceeding this limit will not be accepted.

## § 4 Cancellation of the event - non-attendance

In the event of cancellation of the event or individual stages due to force majeure (e.g. bad weather, pandemics), non-attendance or abandonment of the event for reasons for which the organizers are not responsible, the participant shall not be entitled to a refund/proportionate reimbursement of the participation fee or to compensation for other damages, such as travel or accommodation costs.

### § 5 Disclaimer

- (1) With the given registration the participant registers bindingly for the chosen event of PLAN B event company GmbH and assures without further examination by the organizer to be informed about the notes and specifications of the conditions of participation and to accept them in their entirety.
- (2) Claims for damages by the participant against the organizer, regardless of the legal basis, are excluded. This does not apply if the organizer, its legal representatives or vicarious agents have acted with intent or gross negligence or if liability is mandatory due to damages attributable to the organizer arising from injury to life, limb, health or the breach of essential contractual obligations.
- (3) The participant is fully aware of and accepts the conditions of participation. He expressly declares that he has read and understood all rules, regulations and conditions contained therein in full.
- (4) The participant agrees to the publication of photographic material from the event.
- (5) By providing his/her e-mail address, the participant agrees that PLAN B event company GmbH may use it for sending information to him/her.
- (6) With his signature, the participant declares that he participates in the event at his own risk and that he is sufficiently insured against accidents (also abroad). Furthermore, the participant bindingly declares with the start of the event that there are no health concerns against his participation and that his physical performance level as well as his technical skills meet the requirements of such an alpine, guided tour over a total of three days.

The organizer assumes no liability for health risks of the participant in connection with the participation in this event. It is the participant's responsibility to check his health condition beforehand.

- (7) The organizer assumes no liability for lost valuables, clothing and equipment, especially during luggage transport (garment bags, drop bags, luggage bag, bike return transfer, etc.).
- (8) The organizer is not liable for reductions in performance that occur because the participant is prevented from participating in whole or in part due to legal regulations and/or official orders.
- (9) If the participant or the organizer commissions third parties, e.g. rescue services, the costs incurred are to be borne by the participant himself/herself or the organizer has the right to collect any costs incurred from the participant.
- (10) It is strongly recommended to take out a private health insurance for abroad, which also includes helicopter operations and return transport.





### § 6 Data collection and utilization

- (1) The personal data provided by the participant upon registration will be stored and processed only for the purpose of carrying out and processing the event. This applies in particular to the data required for payment processing (§ 28 Federal Data Protection Act). By registering, the participant agrees to the storage of data for this purpose.
- (2) The participant agrees that the photos, film recordings and interviews made in connection with his/her participation in the event may be distributed and published in radio, television, print media, books, photomechanical reproductions (films, clips, etc.) without any claim to remuneration. In addition, the participant agrees to the disclosure of his/her personal data for the purpose of sending photos of the participant, which will be produced by a company commissioned by the organizer. However, the participant does not hereby declare at the same time that he/she wishes to purchase such a photo.
- (3) The participant may object to the disclosure and publication of his/her personal data to the organizer in writing, by fax or e-mail.
- (4) By providing the email address, the participant agrees that PLAN B event company GmbH may use it for sending information to him/her.

### § 7 Limitation

Any claims of the participant against PLAN B event company GmbH, irrespective of their legal basis, shall become statute-barred after one year from the contractually agreed end of the event.

The place of jurisdiction for disputes arising from the contract concluded with the participant is Munich. German law shall apply exclusively to the entire legal and contractual relationship between PLAN B event company GmbH and the participant.

Note: For reasons of readability, the masculine form has been chosen in the text; nevertheless, the information refers to

### **ORGANIZER AND ORGANISATION:**

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members of both genders.

