

## **Terms & Conditions of the Women's Summer Festival 2019 in the Tiroler Zugspitz Arena**

The Women's Summer Festival 2019 – in the following referred to as “WSF” – is an event of fiedler concepts GmbH (referred to below as the “organiser”)

The current version of the terms and conditions are part of the contract between the organiser and the participant and take effect upon sign-up. They remain accessible in their latest version on the website “[www.womenssummerfestival.com](http://www.womenssummerfestival.com)”.

### **§1 Conditions of participation and scope of service**

(1) The participation in courses and tours at the WSF is exclusive to women. The minimum age for participants is 18 years. When accompanied by a legal guardian participation is possible already at the age of 16.

(2) For communication with the organiser, the participant needs to stay reachable via email.

(3) The exact scope of service is described on the homepage “[www.womenssummerfestival.com](http://www.womenssummerfestival.com)”.

A transfer of services is only possible if approved by the organiser. The organiser can make the approval of the service transfer dependent on the payment of an appropriate administration fee (usually 20€).

(4) The organiser will inform the participant in sufficient time before the beginning of the event via email about organisational measures.

(5) The participants are generally self-responsible for their health. The organiser will provide them with a written note on the risks associated with the event (“risk information”). At check-in, at the latest, the participants will confirm in writing to acknowledge the risk information positively and adhere to them.

### **§2 Registration**

(1) Registration for the WSF is exclusively possible via the registration tool integrated on the website “[www.womenssummerfestival.com](http://www.womenssummerfestival.com)”.

(2) Each participant needs to fill out an individual registration. The information submitted through the registration form need to be complete and veridical.

(3) After the participant has completed the online registration (“legally binding offer of contract”), she will receive confirmation from the organiser regarding the successful registration via email. This offer is based on the tour descriptions as well as additional information from the website “[www.womenssummerfestival.com](http://www.womenssummerfestival.com)”.

(4) A legally binding contract regarding the participation at the WSF is established upon the organiser's acceptance of the offer of contract submitted by the participant. This happens via email or in text form (letter, fax, etc.). Should the content of the acceptance deviate from the content of the participant's registration, a new offer by the organiser is on hand, which remains legally binding for a duration of 10 days after reaching the participant. If the participant declares her acceptance of the offer to the organiser in text form within the commitment period, a contract will be concluded on the basis of the new offer.

### **§3 Participation fee and terms of payment**

(1) Payment of the participation fee is due 14 days after invoicing.

(2) Without payment of the entire participation fee, participants have no entitlement to participate in the event.

(3) Available payment options are Paypal and prepayment.

#### **§4 Changes in service and minimum number of participants**

- (1) Changes in the agreed content of the contract, which become necessary after the conclusion of the contract for good reason and which is not the responsibility of the organiser, shall be permitted insofar as they do not significantly affect the overall scope of the booked services.
- (2) Both the safety of the group and the health of the participants have priority over the planned execution of the events. Thus, it is, for example, possible that tours are adapted appropriately, in case that participants experience considerable exhaustion, endangering their health. This right will be exercised by the individual tour guides.
- (3) The organiser reserves the right to change the programme, due to poor weather conditions, urgent needs within the group, or other circumstances beyond the control of the organiser (e.g. force majeure), to ensure the safety of the participants.
- (4) If the number of participants who registered for individual tours/training courses falls below the minimum number, the organiser reserves the right to cancel these tours/training courses. If the minimum number of participants is not reached and the tour/training course is cancelled, the organiser will inform the participant 7 days before the scheduled start of the event at the latest. In this case, the participant has the possibility to transfer to other tours/training courses as a substitute. The minimum number of participants is mentioned in the tour descriptions.

#### **§5 Cancellation by the participant**

- (1) The participant can withdraw from the contract before the start of the event. In this case, the organiser shall be entitled to the following claims against the participant as a lump sum compensation:

Withdrawl	compensation to be paid by the participant
Up to 60 days before the start of the event	10% of the participation fee
Up to 28 days before the start of the event	25% of the participation fee
Up to 14 days before the start of the event	50% of the participation fee
Up to one day before the start of the event	90% of the participation fee
After the start of the event	100% of the participation fee

- (2) The participant has the right to prove that the organiser has incurred fewer expenses from the termination of the participant (for example, if a substitute participant has been provided).
- (3) Insofar as the participant has already paid the participant fee to the organiser, the difference between the compensation to be paid and the participation fee paid will be refunded to the participant.

#### **§6 Conditions of Participation, exclusion of a participant, termination without notice by the organiser**

- (1) The participant must undertake to comply with the instructions and rules of conduct of the bike and mountain guides, the coaches and the team on-site.
- (2) The organiser can terminate the contract for good reason without notice and ban a participant from further participation in the WSF.
- (3) Good reason is, in particular, if a participant continues to disturb the WSF significantly despite warning so that further participation is no longer reasonable for the organiser or the other participants. This is also the case if the participant does not adhere to factual information.
- (4) A warning of the participant is unnecessary for the organiser if the participant disturbs the WSF in a particularly rough way. This is the case if the participant deliberately endangered, violated, or injured other participants or committed criminal offences against life and limb, sexual self-determination or the assets of the employees of the organiser, service providers and their workforce or other participants respectively.

(5) The organiser is still entitled to the participation fee in the case of terminating the participation contract without notice for good reason, insofar neither expenses are saved nor other advantages reaped from the alternative utilisation of the service(s).

(6) The participants will be grouped according to their performance level and theoretical knowledge.

(7) The bike guides/trainers on-site are not authorised to make a legally binding statement for the organiser.

(8) The participants take part in the WSF (in particular in the guided tours and the driving technique training) at their own risk.

(9) Participation in the event can be made dependent on the fact that the participant declares non-liability.

(10) The participants are responsible for bringing appropriate clothing for the tours and courses. If this is not the case, a participant may be prohibited from participating in the tours/course, e.g. if the participant does not wear a helmet.

### **§7 Test material**

It is possible to lease and test clothing, sports devices and outdoor equipment from the exhibitors on-site. The leasing contract is concluded exclusively between the exhibitor and the participant on the conditions stipulated by the exhibitor. The participants have principally no claim on test material.

### **§8 Insurance**

(1) The participant must provide sufficient insurance cover.

(2) If requested by the organiser, the participant must provide proof of personal liability insurance upon registration on-site. This is to ensure that negligent injuries to the health or damages to the equipment of a participant by another participant are sufficiently covered (provided it is not a case of liability exclusion due to jointly entered risk).

### **§9 Cancellation of the event**

In the case that the WSF is cancelled due to force majeure, claims of damage against the organiser are excluded.

### **§10. Liability of the organiser**

(1) The organiser's contractual liability for damages not resulting from injury to life, limb or health is limited to triple the participation fee as long as the participant's damage has not been caused intentionally or by gross negligence, or if the organiser is responsible for a participant's damage solely due to the fault of a service provider.

(2) The delictual liability of the organiser for material damages is limited to triple the participation fee, provided it is not based on intent and gross negligence. The maximum liability applies to each participant and per event.

(3) The above exclusions of liability and limitations of liability do not apply to statutory claims for damages due to the violation of data protection regulations.

### **§ 11 Data collection and utilization**

(1) The personal data provided by the participants upon registration will get stored and processed only for purposes of execution and handling of the event. This applies in particular to the data necessary for payment processing (§ 28 BundesdatenschutzG). By registering the participant agrees to the storage and use of her data for this purpose.

(2) The participant agrees that in connection with her participation in the event, photos, videos and interviews in radio, television, print media, books and photomechanical reproductions (films, videocassettes, etc.) made during the event are distributed and published without any claim to remuneration. The participant may object to the organizer in writing, by fax or e-mail.

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