

## EVENT PARTICIPATION TERMS

These event participation terms ("**Event Participation Terms**") apply to your participation in paid and free events of the PIERER Industrie AG Group ("**Event**"). Event organizer of the respective Event and your contractual partner for such Event is the entity of the PIERER Industrie AG Group that is indicated when signing up for the respective Event (the "**Event Organizer**").

In case an Event is not organized by an entity of the PIERER Industrie AG Group but by a separate third-party Organizer, these Event Participation Terms do not apply; in this case solely the respective terms of such third-party Organizer shall govern your participation in the Event.

You are willing to participate in the Event, which is subject to the Event Participation Terms and to all applicable international, federal, state, provincial, local and regional laws and regulations.

### 1. ELIGIBILITY FOR PARTICIPATION

- 1.1. In order to participate in the Event, you represent and warrant that you ("Event Participant" or "you") satisfy the following eligibility criteria and will complete the following steps prior to the Event:
- 1.2. In order to qualify and register as Event Participant in the Event you confirm that you are at least 18 years old or not considered a minor under the jurisdiction of your country of residence.
- 1.3. Neither Organizer nor the PIERER Industrie AG Group are liable in case individual persons are not legally allowed to take part in the Event due to national or local regulations. You represent that you do not have any condition (especially physical or mental condition) that would restrict or prevent you from safely participating regularly in the Event or would pose a present risk to others in your doing so. You also agree that you are not otherwise prohibited from participating in the Event for any reason. It is also recommended that you consult your medical practitioner prior to participation.
- 1.4. Taking the interests of the Event Participant into consideration, an infringement against these Event Participation Terms may, in the reasonable discretion of the Event Organizer, lead to disqualification from the Event without any claim to refund whatsoever regarding the Entry Fee and/or other incurred costs.
- 1.5. The Event Organizer reserves the right to verify any of the information provided to Event Organizer by Event Participant and, in particular, to require proof of age, identity and/or other provided details at any time at its discretion. Entries containing an invalid e-mail address or incorrect data regarding the age or residence of the Event Participant will be deemed ineligible.
- 1.6. The Event Organizer reserves the right to limit the overall number of Event Participants for the Event. If such limit is reached, registration for the Event will be closed and respective information published on the Event website.
- 1.7. The Event Organizer also reserves the right to determine a minimum and a maximum number of Event Participants to be announced in due time online on the event website. In case the minimum number of Event Participants is not reached one week prior to the end of the registration period as defined below, the Event Organizer reserves the right to cancel the Event; to publish such cancellation on the Event website and notify registered Event Participants via e-mail. In such cases, refunds will be granted regarding the paid Entry Fees for such cancelled races.

- 1.8. The Event will be run at Event Organizer's discretion. Organizer's decision in relation to all matters in connection with the Event is final, and no correspondence will be entered into.

## **2. REGISTRATION FOR THE EVENT AND PARTICIPATION**

- 2.1. The registration period for the Event is specified by the respective Event Organizer. Entries received by Organizer outside the registration period will not be considered and will have no entitlement whatsoever pursuant to these Terms.
- 2.2. The right to participate in the Event is personal and non-transferable.
- 2.3. Please note that if you should decide not to participate in the Event, no refunds will be issued; it is also not possible to transfer the right to participate to the Event to someone else.

## **3. ENTRY FEE AND PAYMENT METHODS (PAID EVENTS)**

This section 3 shall only apply in case of Events the participation of which requires an admission/participation fee (the "Entry Fee"). In case of an external ticket seller / payment partner separate payment terms may govern the sale and payment of the tickets; in this case, solely such separate ticketing / payment terms apply.

- 3.1. Payment is possible by the payment methods available and outlined in the payment terms. Local charges on top of the Entry Fee plus taxes and charges confirmed by the Event Organizer may be applicable (e.g. fees in connection with exchange rates or specific banking fees).
- 3.2. By signing up, completing the online registration form by clicking the tab "Register with obligation to pay", or a similar button, and making the payment, the payment is binding, non-deferrable, non-exchangeable, non-transferable, and non-refundable. Subject to local statutory law, Event Participant does not have a contractual right to rescind from the Event registration. The Entry Fee shall only be refundable if the Event's cancellation is in the sole responsibility of the Organizer.
- 3.3. Once the Participant receives the confirmation e-mail from the Organizer after the payment has successfully been executed, the contractual relationship based on these Terms is directly established between the Participant and the Organizer.
- 3.4. The Event Organizer reserves the right to adjust the Entry Fee at its own convenience during the registration period for any reason. Such change, whether an increase in the Entry Fee or a decrease, will not affect Entry Fees that have already been paid.
- 3.5. Please note that no travel or other costs will be reimbursed for the participation in the Event.
- 3.6. The Event is a recreational activity for which a consumer withdrawal right does not exist.

## **4. ORGANIZER'S RIGHT TO CHANGE THE EVENT PARTICIPATION TERMS AND TO DISQUALIFY**

- 4.1. Subject to applicable law and/or the approval of any applicable regulators, Organizer reserves the right to change these Event Participation Terms from time to time and such changes will be available on the Event website.
- 4.2. Taking the interests of the Event Participants into consideration, if the Event is compromised by any event beyond Event Organizer's control, Event Organizer reserves the right, subject to applicable law and/or the approval of any applicable regulators, to modify, terminate, amend or extend the Event without responsibility and liability for any amount or kind of loss or damage that may result to you or any third party (whether direct or indirect).

- 4.3. Taking the interests of the Event Participants into consideration, at any time during the Event, Event Organizer reserves the right in its reasonable discretion to disqualify and remove any Event Participant for any failure to observe these Event Participation Terms or where applicable any other kind of illegal or inappropriate behavior, including but not limited to: his/her behavior at the Event or any Event-related activities at any point is disruptive, may or does cause damage to person, property or the reputation of the Event Organizer; providing false information on the entry forms; for unsportsmanlike conduct and for medical or safety reasons.
- 4.4. Subject to local statutory law and except in the case of discretionary cancellation of the Event by the Event Organizer, hence in case of any cancellation of the Event for a reason outside the Event Organizer's sphere of influence, be it force majeure, government orders, or circumstance under which Event Organizer cannot with reasonable means guarantee Event Participants' safety, no refund whatsoever will be granted after payment of the Entry Fee. An Event may be cancelled or changed for any reason, including, without limitation, severe weather or other factors that threaten the safety of participants. Cancellation or change of the date, nature, or format of an Event may be mandated by governmental officials or otherwise be at the discretion of the Event Organizer. The Event Organizer reserves the right to change the details of the Event in its sole discretion.

## 5. GRANT OF RIGHTS

- 5.1. The Event Organizer and the PIERER Industrie AG Group and/or such third parties as they may authorize from time to time will be entitled to capture and use audio recordings, video recordings and photographs from the Event taken or made of you by the Event Organizer or its representatives in connection with the participation of you in the Event and to use your name, image, voice, appearance, performance and biographical material for any purpose (be it commercial, for merchandising, promotional, editorial, or otherwise) in all media, forever, subject to limitations pursuant to local statutory law (the "**Material**").
- 5.2. The Event Organizer and PIERER Industrie AG Group will be enabled to use, broadcast, screen, display, reproduce, replicate and/or make available to the public the Material in any and all media, including but not limited to radio, television, cinemas, events, data carriers and the worldwide web without further approval of you. The Event Organizer will – without need of further approval – be entitled to make any alterations, intermissions, cuts or other modifications in and to the Material and to use such altered Material without restrictions. Furthermore, the Event Organizer is allowed to transfer the granted rights to any third party. You understand that you might not be named as a participant in the Event, that you don't have the right to approve any of the Material and do not expect to gain financially from your appearance in any Event-related Material.
- 5.3. The Event Organizer allows the Event Participant to use his or her own camera at the Event in order to record moving images and/or a series of still images/ shoot content (the "**Event Participant Content**"). The use of such Event Participant Content is limited to private purposes meaning on my own website and my social media channels. The Event Participant understands that the PIERER Industrie AG Group holds the intellectual property and media rights in the event and will, upon request, provide the Event Organizer access to the Event Participant Content. Any commercial use either by the Event Participant or third parties is subject to PIERER Industrie AG Group's prior consent.

## 6. COLLECTION OF INFORMATION & DATA PROTECTION

Information about how the Event Organizer may collect, process and store the Event Participant's Personal Data for the Event and otherwise, can be found within our Privacy Policy available [here](#).

## **7. LIABILITY AND WARRANTY, LIABILITY RELEASE**

- 7.1. Use caution and common sense when participating in the event. Respect and ensure the safety of yourself and others. Do not trespass or harm anyone's property.
- 7.2. The Event Organizer undertakes to use reasonable efforts to maintain adequate hardware and software service for the Event website (provided that the Event Organizer is the provider of the Event website) and shall not be liable for: late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, delays or difficulties; errors in transmission; award notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter and/or participate in the Event, whether the entry is lost, not submitted, wrongly processed or does not win.
- 7.3. The Event Organizer also undertakes to ensure transparency with regard to a fair competition and will endeavor to ensure the safety and undisturbed execution of the Event with its service providers.
- 7.4. Event Participant must in his/her sole responsibility determine his/her physical fitness with regard to their participation in the Event and the Event Organizer cannot be held liable for any medical condition of the Event Participant.
- 7.5. In the course of the registration period, the Event Organizer reserves the right to introduce for the Event new tracks, to make changes to the current tracks and to release new information with regard to the tracks. Any and all information provided by the Event Organizer with regard to the tracks exclusively serves information purposes and has no binding effect on the Event Organizer whatsoever.
- 7.6. Neither Event Organizer nor any relating party may be held responsible in case a Event Participant is not physically or mentally able to successfully perform any or all of the described tasks. You agree to abide by any decision of an Event official relative to your ability to safely complete the Event.
- 7.7. You grant to the Event medical staff and its designees, if applicable permission to administer or arrange for any medical assistance that they deem necessary or appropriate as a result of your participation in the Events, including without limitation, arranging transportation to a hospital or other medical facility.
- 7.8. Organizational measures are announced to the Event Participants by the Event Organizer before and during the Event. It is imperative to follow the instructions by the Event Organizer and by the appropriately identified Event Organizer's staff members, if applicable. In case of noncompliance disturbing the proper course of the Event or jeopardizing the security of the Event Participants, the Event Organizer is authorized to ban and/or disqualify the person concerned from the Event at any time. Legally binding assertions against the Event Participants can be made exclusively by the group of persons authorized by the Event Organizer for this purpose. This group of persons also comprises the members of the medical services in charge of the competition who are entitled to prohibit a participant from taking part or continuing

participating in the Event in case medical symptoms suggest an impossibility to further participate in the race without endangering the Event Participant's health.

- 7.9. You are in possession of a valid personal liability insurance and personal accident / medical insurance that cover your participation. If you cause damage arising out of, connected with, or as a result of your participation in the Event, you will be fully responsible and you will make sure that the Event Organizer or any of its related companies will not incur any damage in this regard.
- 7.10. You agree to comply with the Event Organizer's rules and instructions for your own good and everybody else's. Your participation may at any time be refused by the Event Organizer or its staff members if they have reasonable doubt regarding your individual safety in participating in the Event.
- 7.11. Event Organizer and any relating party exclude all liability to you for any loss of income, loss of profits, loss of goodwill, loss of data, loss of opportunity (in each case whether direct or indirect) and any indirect or consequential loss or damages incurred or suffered by you in connection with your participation in the Event.
- 7.12. In no event shall Event Organizer be responsible or liable for any failure or delay in the performance of its obligations under these Event Participation Terms arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including but not limited to strikes, work stoppages, accidents, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.
- 7.13. The Event Organizer might provide parking, storage, changing and/or sanitary facilities on the premises of the Event at its sole discretion. However, the use of such facilities is exclusively in the responsibility of the Event Participant and the Event Organizer shall not be liable for any loss or damages arising out of the use of such facilities.
- 7.14. The Event Participant agrees to additionally conclude a liability release in connection with the Event Participant's participation in the Event. The Event Participant acknowledges and agrees that the participation may be denied in case the liability release is not signed or otherwise agreed by the Event Participant.

## **8. MISCELLANEOUS**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Event Participation Terms or the rights and obligations of Event Participants or Event Organizer in connection with the Event shall be governed and construed in accordance with the laws of the seat of the respective Event Organizer. All disputes arising out of or in connection with these Event Participation Terms shall be subject to the exclusive jurisdiction of the competent courts for the registered seat of the Event Organizer.