

## General Terms and Conditions (GTC)

### § 1 Requirements

Anyone who is properly registered and accredited and has an official race number of Mecklenburger Seen Runde 2019 can take part in the race. Minors under the age of 16 are not allowed to participate in the race. Minors aged between 16 and 18 are allowed to participate, when a written confirmation of consent is presented at registration. No club membership is required.

### § 2 Obligations

(1) Every participant shall make sure that his/her health is in a state that allows him/her to take part in Mecklenburger Seen Runde, and consult a doctor, if necessary. He/she shall have proper equipment and wear a helmet during the entire race. Such helmet must be in compliance with ANSI/Snell and the new TÜV/GS norms respectively, or the UCI regulations.

(2) The instructions and requirements contained in the event information, along with instructions from the staff and helpers, must be observed. The organiser reserves the right to exclude and/or disqualify the respective participant from the event at any time in the event of infringement which disrupt the proper progress of the event or threaten the safety of the other participants.

(3) All additional instructions, directions, and requirements in the event information and competition regulations (both can be downloaded in .pdf format at [mecklenburger-seen-runde.de](http://mecklenburger-seen-runde.de)), as well as those in the starter's information booklet (given to each participant upon registration) form a direct contractual duty for the participant. The participant acknowledges the regulations and the General Terms and Conditions by registering

### § 3 Concluding the Contract

(1) The registration, which represents the participant's binding contractual offer to the Koepke GmbH, can only be conducted either by sending the fully completed and legally binding, signed registration form, or via online registration at [www.mecklenburger-seen-runde.de](http://www.mecklenburger-seen-runde.de). Registrations by fax, as a copy, or by e-mail cannot be accepted.

((2) Each participant must register himself/herself, and can do so only once per event. Double registration will not be accepted – i.e. in the event of a double registration by one and the same person, there is no right to an additional place.

(3) The contract only comes into force if the participant has accepted the General Terms and Conditions and the regulations, either by means of his/her signature on the registration form or explicitly by clicking the relevant box on the online registration. The entry fee is only deemed to be official once the organiser receives the entry fee and the participant receives the official entry confirmation.

### § 4 Payment

(1) Participants registering online shall pay by direct debit through the direct debit authorization system.

(2) If the payment is not received due to insufficient funds to cover the bank debit, or due to cancellation by

the participant (even at a later point in time), the Koepke GmbH is authorized to withdraw from the contract without setting any further deadline, and to charge the participant the costs of cancellation.

Costs that arise from a return debit note or the corresponding charge of the respective credit institute, as well as administrative charge in the amount of 11,00 EUR for the organiser, will be assumed by the participant.

(3) Participants registering in written form (online .pdf form) shall pay by bank transfer to the following bank account:

Account holder:	Thomas Rost (Fa. Tollense-Timing)
IBAN:	DE68 1505 0200 0301 0309 36
BIC:	NOLADE21NBS
Bank:	Sparkasse Neubrandenburg-Demmin
Reference:	61475, MSR, last name, first name, age group

(4) Only when the transfer amount is duly received by the account holder, the participant will be listed online on the official starter list at the website of Mecklenburger Seen Runde.

#### § 5 Accreditation

(1) The participant obtains the race pack at the accreditation solely by showing both the official entry confirmation (online registration) or transfer voucher (registration via .pdf form) and the personal identity card. If the participant is unable to do this, he/she must ensure that the race pack is collected by a person with written authorisation. Race packs can only be collected by a person who can provide suitable proof that they are authorised to do so. We cannot send the race pack by mail.

(2) If the participant has lost or is unable to present the official entry confirmation, a replacement confirmation shall be handed out.

A flat charge for processing and material expense of 2,00 EUR shall be collected for this, which is to be paid for in cash by the participant upon accreditation.

(3) Every participant is obliged to check his/her race pack received at the accreditation directly after receiving them, to ensure that they are complete. Later claims will not be considered.

#### § 6 Withdrawal

(1) A free-of-charge withdrawal will be possible up to two weeks after registration. Cancellations after this period will not be accepted. Registration fees are not refunded in the case of a withdrawal after this period. Excluded of this withdrawal are ordered and personalised jerseys.

(2) The participant can avail of a cancellation insurance policy during the registration. Further information on insurance services and the General Insurance Conditions may be obtained on the registration portal the organiser's website.

The insurance may be effected retrospectively.

(3) In addition, a participant who has already received the official entry confirmation (online registration) or listing in the official starter list (registration via .pdf form) can personally appoint a substitute who will be acquiring all of the booked services.

An administrative fee of 15,00 EUR will be charged for the processing of the substitution. A race slot that has already been transferred cannot be retransferred onto a new participant.

## § 7 Cancellation of event / No-Show

- (1) The promoter reserves the right to change the scheduled programme or to cancel the event due to Acts of God. In such a case, the promoter shall not be liable to compensate participants for any losses incurred, including refund of the registration fee and costs of travel and accommodation.
- (2) In the event of now-show on the part of the participant, any claims against the organiser are null and void. Claims against the cancellation insurance policy remain unaffected.

## § 8 Liability

- (1) The promoter shall not be liable for health risks of the participant in connection to the participation in the race. The participant enters the race on his own peril. The participant is aware of the specific risk concerning a cycle marathon on public roads.
- (2) The promoter is not liable for property or financial damages – also in relationship to third parties – that are not at least caused by negligence or gross negligence. Excluded from this restriction of liability are damages that are by personal damages (damages to life, body, or health of a person).  
The preceding limits of liability also apply to the liability for personal damages for employees, representatives, fulfilment assistants, and third parties who assist the promoter in connection with the realisation of the event or who are bound by contract to them for this purpose.
- (3) The organiser is not liable for default on services provided by external partners and services which are listed in the specifications of services to be external services explicitly.
- (4) The promoter – Koepke GmbH – shall not be liable for participants' belongings, articles of clothing, objects of value, and equipment. It is the responsibility of the participant to have sufficient insurance coverage.
- (5) By receiving the race number, the participant bindingly declares that the state of health enables participation without any health risks

## § 9 Data Collection and Use

- (1) The personal data submitted on the registration form by each participant will be stored electronically and processed for the purpose of the entrant's registration and for the proper staging of the event. The personal contact data collected will be conveyed to a commercial third party for the purpose of verifying the registration and for timekeeping, as well as for the generation of lists of results and the publication of the results on the internet and in newspapers. By registering, the participant consents to the storage of such data for these purposes.

The participant agrees in particular that the personal data are transferred between

- Tollense Timing (MSR partner for registration, timekeeping and race informations) and MSR
- Deutschlandklassiker and MSR, if registered to participate in the programm of Deutschlandklassiker

A further disclosure of personal data is excluded.

It is recalled that you have the right to revoke such consent at any time with future effect.

(2) The participant hereby agrees that the data entered in the registration may be used by third parties for timekeeping, ranking, results and photo search purposes, or forwarded to the same said purposes. The participant agrees that the photos, videos and interview recorded in conjunction with the event may be published on the event's media channels without any entitlement to compensation.

(3) Beyond that the participant agrees to receive information on Mecklenburger Seen Runde and partnering events.

#### § 10 Severability

The validity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

By registering for Mecklenburger Seen Runde 2019, I agree with the above-mentioned terms and conditions, in particular with the data privacy statement.

#### Organiser:

Koepke GmbH

Carlstein 12

17217 Penzlin

Phone. +49 175 7245510

Mail. ja-ich-will(at)Mecklenburger Seen Runde(punkt)de