

# Terms & Conditions

Delius Klasing Verlag GmbH

## **1. Conclusion of Contract**

### 1.1

To participate in the CRAFT BIKE TRANS GERMANY 2010 powered by NISSAN, you have to be at least 18 years of age by the start of the race in addition to being both an experienced mountain biker and in adequate athletic shape.

### 1.2

Receipt of your completed registration presents a binding submission of your application to the race organizer Delius Klasing Publishing House. Application is only possible by (1) mailing a completed and signed registration form (no faxes, no copies, no emails accepted) or (2) registering online at [www.bike-transgermany.de](http://www.bike-transgermany.de).

### 1.3

One person qualify for race. Yet, each participant has to register independently. Your registration is only considered a binding document once the registration form of a participant has been received.

### 1.4

Your signature on the registration form or your clicking of the appropriate field during the online registration process, indicates that you accept and understand the terms & conditions for participation as well as the race regulations. You also acknowledge and assure thereby that you have read, accept and will abide by all race regulations (PDF-download available online at [www.bike-transgermany.de](http://www.bike-transgermany.de)). Your contract with the race organizer becomes a binding agreement once the race organizer has received your fees and you have been sent a confirmation of your successful registration.

### 1.5

The extent and types of service obligations on the part of the race organizers are listed in the confirmation of your registration and the description of services on the official event web site and corresponding printed matter. Additional services, in particular with regard to personal and technical support, are only owed insofar as agreements on such matters were reached in writing ahead of the actual event.

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## **2. Obligations**

### 2.1

Each participant is responsible for ensuring adequate physical and mental preparedness and aptitude for participation in the event, if necessary in conjunction with medical consultations. Participants accept full responsibility for their equipment and it being in good working order. A helmet needs to be worn at all times during the race and has to meet ANSI/Snell, TÜV/GS or UCI standards. Racers are obliged to heed all directives and guidelines by the race organizer and any instructions by race staff or any aides.

### 2.2

The race time transponder remains the property of the race organizer or their service providers and needs to be returned immediately after the race at one of the designated counters. If for some legitimate reason the transponder can not be returned at the conclusion of the race event, it is possible to mail it to Plan B event company GmbH before 20. July 2010. In case of loss or failed return of the transponder within the aforementioned deadline a charge of €50.00 will be levied against you.

## 2.3

The race organizers are only briefing German race participants as to any passport, visa or health advisories or regulations. Foreign nationals are advised to obtain all necessary information from the respective consulates. It is the responsibility of each participant to make sure that they have obtained valid travel authorizations and documents, which may be required for participation in the Trans Germany.

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## **3. Payment**

Participants with a bank account in Germany may pay by direct debit. Foreign nationals without a German bank account can only pay by foreign bank transfer (which requires IBAN or BIC codes).

If you will cancel the camp accommodation or the shuttle back you have to pay 50% from may, 5th 2010 on.

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## **4. Accreditation**

Each participant receives the starter package during the accreditation process only upon presenting (1) the confirmation of registration and (2) a picture ID (e.g. driver's license or passport). If a participant cannot appear in person, only a substitute carrying a written power of attorney may pick up the starter package for them. Unfortunately, the starter package may not be mailed to participants ahead of time.

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## **5. Termination of Contract by Delius Klasing Publishing house**

### 5.1

Delius Klasing may cancel a contract with a participant, if:

- a) the participant violates the race regulations or rules and guidelines that are issued to the participant prior to or during the event;
- b) the participant contravenes instructions by the race organizers or their staff and aides;
- c) the participant interferes with / disrupts the event in a lasting manner or presents a threat to himself / herself or others.

### 5.2

The case of a cancellation by the race organizer does not change their entitlement to the prepaid race fees.

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## **6. Withdrawal by the participant**

### 6.1

Withdrawal from event participation with full reimbursement of paid race fees is possible until two weeks after the contract with the race organizer has closed (e.g. the day on which the participant's payment was received) but only in writing and by mail.

### 6.2

If the decision of withdrawal is communicated after that time limit but prior to 28.02.2010, the participant will be reimbursed 90% of the race fees. Withdrawal within the time period of 01.04.-30.04.2010, entitles participants only to a reimbursement of 50 % of their payment. After 01.05.2010 the participant can only claim 10% of the race fees under the provision that a medical note is supplied.

### 6.3

A participant withdrawing his / her registration can propose a suitable substitute any time prior to the start of the race. As long as this stand-in substitute meets the prerequisites for participation, an exchange on participants is acceptable but requires a handling charge of € 50.00.

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## **7. Cancellation or Termination of the Race / No-Shows**

In case the race was to be cancelled or terminated due to an 'act of God' or a participant does not show up for the race, for reasons that the race organizers cannot be held accountable for, the participant has no entitlement to any reimbursement of race fees, or compensation for damages, such as travel or accommodation expenses from the race organizers.

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## **8. Disclaimer**

### 8.1

Participation in the CRAFT BIKE TRANS GERMANY powered by NISSAN occurs strictly at one's own risk. The liability of the event organizers – including any third party claims – is limited to deliberate intent and gross negligence. This also applies to any of the auxiliary persons or vicarious agents that are deployed by the race organizer during the event. Any contractual liability of the race organizer for damages, that are not bodily damages, is excluded as long as they do not involve or result from grossly negligent or intentional acts.

### 8.2

The race organizers can not be held liable for any default in services that relate to external services by third parties for which the race organizer only served as an intermediary contact and which were clearly identified as external services within the description of event services.

### 8.3

The race organizers can not be held liable for any default in services that are the result of statutory provisions or official directives which prevent the participant from participating in the event altogether or in part.

### 8.4

The race organizers can not be held liable for participants' lost or stolen clothing, valuables or any other type of equipment. Participants are advised to carry adequate insurance.

### 8.5

If a participant requires or enlists third-party services, in particular search and rescue services, the race organizers are indemnified from payment. The participant further authorizes the race organizers to collect any charges.

### 8.6

By registering for the event, participants acknowledge their consent with the collection, circulation and publication of event-related data, such as an individual's or a team's stage times, placements and results as well as photographs, movie and interview records, without any remuneration to them.

#### **Presenter:**

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