



General Terms and Conditions

SALOMON KEEP ON RUNNING St. Wendel

§ 1 Field of application - validity

- (1) SALOMON KEEP ON RUNNING ST. WENDEL 2012 (following called KOR) is an event of the PLAN B event company GmbH.
(2) Updated versions of these terms and conditions will be published on the homepage www.keep-on-running.com. They are, in their then-current form, part of the contract between organizer and participant.

§ 2 Terms and conditions of participation – safety measures

- (1) Every experienced, healthy and well-trained runner is entitled to start and must be at least 18 years of age. Participants age 16-18 must provide written consent and a copy of the identity card from a legal guardian when picking up the race documents. Participants age 14-16 must be in company of a legal guardian when starting the race. Cut-off date is October 5th, 2012. Participants take full, personal responsibility for their health standing. Everyone who has signed up and registered according to the rules and who is in possession of an official start number tag of the KOR is eligible for participation.
(2) Organizational measures will be announced to the participants by the organizer prior to the start of the event. Instructions of the organizer and event staff are to be followed without exception. If these instructions are not complied with and this disrupts the orderly progress of the event or jeopardizes the safety of participants or visitors, the organizer is entitled to exclude the person or disqualify the participant in question. Legally binding declarations can be made to the participants by authorized event personnel only.
(3) All rules, hints and instructions contained in the invitation, the guides and supplementary instructions shall constitute a direct contractual obligation to the participant. Claims of any kind relating to the contract or the services provided by PLAN B event company GmbH, irrespective of its legal ground, shall be raised exclusively at the end of the event, i.e. within one month after the contractual end of the event, and exclusively towards PLAN B event company GmbH to the address indicated below.

§ 3 Registration – participation fee – terms of payment – reimbursement - cancellation

- (1) Registrations can only be accepted on our homepage www.keep-on-running.com by registering online using the "web form" or the written PDF form, completely filled and sent back to PLAN B event company GmbH. Registrations are binding for the applicant. After successful completion of the registration process the applicant will receive a preliminary confirmation. A binding contract will only be accomplished after the applicant's receipt of an explicit registration confirmation, which will also contain the request for payment of the entry fee. Payment must be made in full within 15 working days after receipt of the first confirmation. If the applicant fails to make payment within the specified time, the organizer has the right to withdraw from the contract by revoking the registration confirmation. In this case the applicant will be charged a fee of € 50 for necessary expenditures on the part of the organizer.
(2) The entry fee for the CITYNIGHT-SPRINT is € 15,00 for participants who are older than 18 years of age and € 7,50 for adolescents at the age of 14- 17 years. The entry fee for the SPIEMONT-TRAIL is € 55, 00, for the BOSENBERG-TRAIL € 50,00 for the TRIPLE TRAIL (all three runs) € 99, 00 per person. The entry fee for the Stirnlampenlauf is € 10,00.
(3) Payments can be made by direct debit (only for participants with a german bank account) or, in case of participants with a foreign bank account, by money transfer (SEPA) to:

PLAN B event company GmbH
IBAN: DE 26200303000365854501
SWIFT-/BIC-Code: CHDBDEHHXXX
Bank: Bankhaus Donner & Reuschel AG München

- (4) The organizer will send a confirmation to the participant after receiving the registration application and the entry fee. The organizer reserves the right to exclude or disqualify a participant at any time, if he or she has provided false personal data, he or she is subject to a ban by an international/ a national association or if the participant is suspected of taking part in the race after having taken banned substances (doping).
(5) The right to participate is not transferable without explicit approval of the organizer.
(6) If a registered participant does not enter the race or declares to the organizer his or her withdrawal, he or she is not entitled to a refund of the entry fee.
(7) In the registration process, the participant will receive the necessary documents only if he or she provides his/her registration confirmation or identity card/passport. Should the participant be unable to pick up those documents in person, he or she must give a third person power of attorney to do it for him/her. The documents cannot be mailed.
(8) The PLAN B event company GmbH can exclude or cancel the contract with a participant of the event if:
 - he or she violates the regulations and/or rules and instructions (before or during the event),
 - he or she keeps disturbing the event or jeopardizes his/her own safety or the safety of someone else,
 - he or she fails to comply with the instructions of the event management or staff members,
 - If the participant disturbs materially the fulfilment of the contract in any other way or his/her behaviour is not in conformity with the contract in such a way that an immediate termination of the contract becomes justified.In the event a contract is terminated by PLAN B event company GmbH, it will be eligible for the total price; PLAN B event company GmbH however must allow the deduction of the amount of saved expenses and any over benefit it obtained from the use of the starting fee for other purposes, including any sums that may have been credited by other service providers.
(9) For KOR the following conditions apply to cancellations:
 - In case of cancellations up to and including September 5th, 2012, the participants recover the entry fee less € 8, 00 administrative charges.
 - Cancellations from September 6th, 2012 will not be accepted. In that case you will get no money back.
 - The refund will be paid 60 days after receiving the written cancellation.Starting positions are personalized and thus transferable only by the organizer, but not by the participant.
(10) Cancellations can only be accepted when submitted in writing.

§ 4 Cancellation of the event - failure to commence the race

In case of cancellation of the event due to force majeure, failure to commence the race or cancellation due to reasons the organizers have no control over (like bad weather), the participant has no right to claim a refund of the entry fee or a proportionate reimbursement for other damages, such as travel expenses or accommodation costs.



§ 5 Liability disclaimer

(1) Participants agree to indemnify, defend, and hold harmless the organizer of the event or any third party executing the event from and against all damages and costs. This does not apply, if the organizer, his legal representatives or his assistants in the execution of his duties have acted with intent or with gross negligence or the organizer is duly liable due to accountable damage resulting from injuries to the life, the body or the health of a person or the breach of integral contractual obligations.

(2) The organizer will not be liable for health risks of a participant that is in any way connected with taking part at KOR. It is incumbent on the participant to make sure he/she is in good health. The participant has to take charge of his own equipment according to the regulations.

(3) The organizer will not be liable for lost valuables, clothing or equipment.

(4) The organizer disclaims all liability for damages that may arise because a participant is prevented by legal regulations and/or governmental orders to partake in the event.

(5) All participants have to return the issued transponder (cash deposit of € 50, 00 at the registration counter) after the race at the Race Office. The handing over will be confirmed by a KOR employee. All participants who fail to return the transponder till November 5th, 2012, don't get back the deposit.

(6) Costs for third party services, e.g. rescue services, have to be paid by the participant. The organizer reserves the right to charge any of these costs to the participant.

It is strongly recommended to have a private abroad health insurance, which includes patient transport back home.

§ 6 Data acquisition and utilization

(1) Participants agree that personal data can be provided to a third party for the purposes of timekeeping, compiling lists of the results, as well as publication of those lists on the internet.

(2) Personal data provided in the registration process by the participant will be stored and used for purposes that are connected with executing the event only, especially with regard to data necessary for the payment process (§ 28 BundesdatenschutzG). By registering the participant agrees that his/her data is stored for that purpose.

(3) Participants agree that photos, video material, and interviews made in connection with his/her participation in the event can be broadcasted and published on TV, the radio, in print, books, photo copies (video footage, video tapes, etc.) without fees. Moreover, participants agree that personal data can be provided to a third party commissioned by the organizer for the purpose of mailing photos of participants on the course or in the finish. However, participants do hereby not declare that they may want to buy such a photo.

(4) The participant agrees that his/her last name, first name, year of birth, team name, starting number and results (placings, times) may be published in all print media relevant to the event (participant list, scoring board) and in all electronic media such as the internet.

(5) Participants can declare in writing (fax or e-mail) their objection to the publication of their personal data with the organizer.

(6) The participant herewith accepts that the PLAN B event company GmbH can use his/her E-Mail address to send him/her further information.

§ 7 Statute of limitation / place of jurisdiction

Any claims by the participant towards PLAN B event company GmbH, irrespective of its legal ground, are subject to the statute of limitation of one year after the contractually specified end of the race event.

The legal place of jurisdiction for any settlement of dispute(s) is Munich, Germany. The legal and contractual relationship between the participant and PLAN B event company GmbH shall be entirely subject to German law.