

Conditions of participation for the competitions of Rund um Köln

DISCLAIMER: This is a translation of the German document; only the German document (AGB) is legally binding. Any discrepancies or differences created in this translation are not binding and have no legal effect for compliance or enforcement purposes.

(1) “**Rund um Köln**” 2025 consists of the Granfondo competitions Velodom 30, Velodom 60 and Velodom 120 and will be held Cologne.

(2) The organizer of “Rund um Köln” is the Verein für Kölner AusdauerSport e.V.

Kölner AusdauerSport GmbH, Girlitzweg 30 - Halle Tor 1, 50829 Köln, has been commissioned to organize the event.

(3) The sole contractual partner of all participants in “Rund um Köln” is Kölner AusdauerSport GmbH (hereafter referred to as the **staging organizer**).

(4) **A participant** is a natural person who takes part in one of the races.

(5) **Interested parties** are natural persons who wish to take part in one of the competitions.

§ 1 Scope of application

(1) These conditions of participation govern the legal relationship (organization contract) between participants and the staging organizer.

(2) The organizing contract between the participants and the staging organizer is formed when the service fee has been debited from the account of the interesting person.

(3) Participants acknowledge that the staging organizer’s provision of services begins with their registration for the event.

(4) In addition to these conditions of participation, the following **sporting rules** apply to the individual competitions in the version valid at the time of registration and thus also become part of the organization contract (the rules of the conditions of participation take precedence over the sporting rules in the event of contradiction):

(a) All competitions of “**Rund um Köln**” will be carried out in accordance with the provisions of the German Cycling Federation (BDR) and the regulations.

(5) The sporting rules of “Rund um Köln”, which are listed here, are regularly developed further by the aforementioned institutions in order to enable a fair sporting competition. Possible changes, which take into account the legitimate interests of the participants after their registration and which are announced by the staging organizer on its website or in writing, become part of the organizing contract.

§ 2 Requirements of participation and health of the participants

(1) All participants with a registered entry and an official bib number are eligible to take part in the Granfondo races.

(a) Women and men are eligible to start regardless of club membership, with the exception of riders of a team registered with the International Cycling Union “Union Cycliste Internationale” (UCI). Participants from other federations with comparable sporting qualifications may be excluded from participation by the staging organizer.

(b) The participation of professional athletes for promotional purposes and out of competition is possible after consultation with the staging organizer and on a case-by-case basis. Minors require the written consent of a parent of legal guardian. For more detailed information, see regulations <https://rundumkoeln.de/>.

(c) By registering, participants declare that they have taken note of and accepts these General Terms and Conditions and the regulations governing the sporting organization, which may also be amended after their registration, taking into account the legitimate interests of the participants.

(d) The contents of the General Terms and Conditions and the regulations must be complied with, and the instructions of the police, staff and volunteers must be followed immediately and at all times.

(2) By registering, participants confirm that they have checked their own health, if necessary with the help of a doctor.

(3) Participants take part at their own risk.

(4) The minimum age for the Granfondo races Velodom 30, Velodom 60 and Velodom 120 is 14 years. The cut-off date for this is the respective event day. Participants under the age of 18 require a declaration of consent from a parent or guardian to participate.

(5) Participants declare that they will provide proof that they are fit to participate if this is required by the staging organizer and/or the authorities. The staging organizer will announce the form in which the proof must be provided in good time.

§ 3 Registration and entry fee

(1) Interested parties can only register to take part in a competition via the online registration form on the Internet. The staging organizer will not accept registrations by e-mail, telephone, fax, letter, etc.

(2) Collective registrations are only possible online and for the Granfondo races Velodom 30, Velodom 60 and Velodom 120 from two registrations until May 15, 2025. For groups of at least ten individual registrations, there is a 10% discount on the entry fees.

(3) The staging organizer will announce the maximum number of participants per competition (participant limit). All those who meet the requirements for a competition of the event in accordance with the conditions of the invitation to tender may register until May 18, 2025, provided that the participant limit has not been reached before then.

(4) Upon registration, the entry fee including the service fee and the costs for individually selected additional services (e.g. merchandise, jersey) are due for payment. The amount of the entry fee depends on the number of registered participants.

(5) The service fee of € 20.00 is included in the entry fee. The service fee is the same for all participants and covers the administrative costs for registration and the preliminary work required to organize the event. Preliminary services include the operation of the website and online registration, the initiation of approval procedures, the production of booked additional services (e.g. jerseys, etc.), the production of event-related, participant-related products and the reservation of organizational material (grids, equipment, vehicles, etc.) for a major event. The service fee is non-refundable if the event is canceled.

(6) A legal claim to participation in a competition only arises when the entire payment amount has been received in the staging

organizer's account. If the payment amount has not been received by the registration deadline, the right to a starting place shall lapse.

(7) The right to participate is a highly personal right and is not transferable. Participants may not transfer their starting number to third parties. The staging organizer will disqualify participants who violate these rules. § Section 8 (4) of these conditions of participation applies accordingly.

Collection of starting documents

(8) Participants will receive all starting documents required for participation (bib number with transponder etc.) as well as booked additional services (jersey etc.) at the Bike.EXPO.

(9) The individual participants must collect their starting documents in person. In addition, the e-mail confirmation of participation and a valid photo ID must be presented.

Shipping of starting documents

(11) For an additional charge, participants residing in the European Union can book the postal delivery of the necessary starting documents by parcel.

(12) This service can be booked until April 15, 2025 at the latest.

(13) The starting kit will be sent after this date.

(14) If the package cannot be delivered (e.g. due to an incorrect address, absence, non-collection at a packing station or similar), participants can **only** collect their start documents (the return) at the Bike.EXPO. A second delivery attempt will **not** be made due to time constraints, nor will the shipping fee be refunded in this case. Costs arising from returns are to be borne by the participants.

Codes

(12) Registrations by code can only be made online and until April 15, 2025, provided that the participant limit for the respective competition has not yet been reached.

(13) Codes are only valid for the current event year for which they were issued and are not transferable to other event years.

(14) Codes that have been sent will not be refunded.

§ 4 Terms of payment

(1) The amount payable consists of the respective entry fee for the competition including a €25.00 service fee and any additional services booked.

(2) Domestic participants residing in Germany can pay by S€PA direct debit or sofortüberweisung.de until May 18, 2025. For collective registrations, there is also the option of invoicing.

(3) Foreign participants can choose between S€PA direct debit (depending on availability), credit card (Mastercard or Visa) or Sofortüberweisung.de payment.

(4) Late registrations at the Bike.EXPO can only be paid by EC or credit card (Mastercard or Visa) or sofortüberweisung.de.

(5) If the entry fee is not paid by May 18, 2025, the right to the starting place is void.

(6) Fees incurred due to incorrect bank or credit card details or returned direct debits will be charged to the participants.

§ 5 Non-participation in the event

In the case of non-participation in the event, neither the entry fee paid, the service fee nor any additional services booked will be refunded. The entry fee can be covered by entry fee insurance. We will send you a booked jersey after the event in return for a stamped envelope (currently €1.60).

Entry fee insurance

(1) When registering, participants have the option of paying a fee to insure themselves against unexpected or serious illness, accidental injury, loss of employment, significant damage to property, etc. (see insurance conditions for details).

(2) The contractual partner for the entry fee insurance is Europ Assistance Services GmbH (a subsidiary of Generali Deutschland AG), Adenauerring 9, 81737 Munich, <https://www.europ-assistance.de/>. The entry fee will be reimbursed without exception in accordance with the terms and conditions of Europ Assistance. This insurance does not cover booked additional services such as merchandise articles etc. as well as travel and/or accommodation costs and service fees.

(3) The entry fee insurance can only be taken out directly in connection with the entry registration and does not apply if the event or an individual competition is canceled due to force majeure. It does not cover the service fee in the event of cancellation (see also § 14).

(3) The detailed insurance conditions can be viewed at <https://www.rundumkoeln.de/#velodom-30>
<https://www.rundumkoeln.de/#velodom-70>
<https://www.rundumkoeln.de/#velodom-130>.

(4) If the entry fee insurance is booked, participants will receive the insurance certificate with the e-mail confirmation of registration.

§ 6 Security during the event

(1) The staging organizer shall inform the participants of all organizational measures required for the competitions before the start of the event on its website or in the starting documents. The participants undertake to observe and implement all instructions to the participants.

(2) Participants shall follow the instructions of the staging organizer and its appropriately identified personnel (e.g. stewards, marshals, finish line personnel or medical services).

(3) Participants are aware that all competitions at the event will be held partly in a large city and mainly on public roads. The staging organizer checks the respective routes before the start of all competitions and removes visible obstacles and sources of danger. The participants are aware that the route may have typical unevenness and special features. The participants will pay particular attention to this.

(4) In the event of actions that could disrupt the orderly course of the event or endanger the safety of other participants or visitors, the staging organizer is entitled to immediately exclude participants from further participation in the event. In such cases, there is no entitlement to a refund of the entry fee.

(5) The regulations of the respective competitions and the provisions of the German Cycling Federation (BDR) shall also apply.

(6) In the event of official requirements changing at short notice the event structures and organizational procedures may still be adjusted after registration. This is not a reason to withdraw from the event.

§ 7 Exclusion and disqualification

(1) The staging organizer is entitled to exclude participants from taking part in the event (disqualification) if one or more of the following circumstances apply:

(a) Participation without the transponder provided for timekeeping in accordance with § 8 of these conditions of participation or reasonable suspicion of manipulation of the transponder or timekeeping (e.g. missing split times, leaving or shortening the course).

(b) Incorrect personal data provided during registration.

(e) Reasonable assumption by the staging organizer or the medical personnel commissioned by the staging organizer that participants cannot take part in the event for health reasons or cannot continue the event because the health of the participants appears to be or is at risk.

(f) Altering the race number in any way (e.g. the advertising print is made invisible, unrecognizable, removed or incorrectly attached; see also race number attachment on <https://www.rundumkoeln.de/>).

(g) Violations of the sporting rules of the respective competitions of the institutions named under § 1 para. 3 of these conditions of participation, which lead to disqualification according to the respective regulations.

(h) Passing on the bib number with transponder to other persons.

(i) Starting without a bib number.

(j) Starting in the wrong starting block - too far in front (this is checked by the timing system).

(k) Starting with more than one transponder.

(l) Failure to comply with the average speed set by the staging organizer.

Official end: As soon as the participants are overtaken by the final vehicle at the end of the field, they are eliminated from the competition and must leave the track or road. Insurance cover expires at this point. The roads are then no longer open to traffic and the road traffic regulations apply. In this case, participants who have been overtaken can either be brought to the finish by the sweeper wagon or travel to the final destination on their own by public transport.

(n) Falling below the minimum age required by the staging organizer for the respective competition.

(o) Carrying animals.

(p) Starting as a KT rider (Note: Elite Amateurs, Amateurs and all other license classes may start in our Granfondo races).

(2) Should participants use the event as a platform for activities not permitted by the staging organizer that damage the reputation of the staging organizer or its sponsors, the staging organizer reserves the right not to allow these participants to start and to remove them from the race or to disqualify these participants. This applies in particular to unauthorized or unapproved advertising (on clothing) for third parties, especially if these are in competition with the sponsors of the staging organizer. In case of doubt, participants have the option of making prior arrangements with the staging organizer no later than four weeks before the event.

(3) In the event of any type of disqualification, there is no entitlement to reimbursement of entry fees and fees for additional services.

(4) Appeals against a classification or disqualification must be submitted to the organizer by e-mail (info@rundumkoeln.de) within eight days of the race. No appeals will be accepted after this time.

(5) The staging organizer reserves the right to disqualify participants in the event of gross misconduct.

§ 8 Timekeeping and results

(1) Timekeeping for all competitions is carried out exclusively via a saddle post transponder from race result AG. The transponder itself does not record or process any data.

(2) The staging organizer can only guarantee timekeeping if the saddle post transponder is properly attached and all measuring mat systems laid out are crossed.

(3) The mandatory transponder for timekeeping is purchased as part of the registration process. It will be attached to the seat post.

(4) Provisional results lists will be published on the staging organizer's website immediately after the event. The results will be presented in accordance with the sporting rules of the institutions named under § 1 para. 3 of these conditions of participation. The staging organizer will only publish the final presentation of the results of all competitions once the objection period has expired or the objections have been processed. Ranking positions may change up to this point in time.

§ 9 Personal rights and data protection

(1) Participants agree that photos, film recordings or interviews taken in connection with participation in the event may be distributed and published on radio, television, the Internet (e.g. websites, social media, live streaming, app) or print media (e.g. on posters, flyers, program booklets) without any claim to remuneration.

(2) The staging organizer stores and processes the personal data provided by participants when registering for the purposes of holding and processing the event. This applies in particular to the data required for payment processing and communication.

(3) Participants agree to the publication of their surname, first name, gender, age group, place of residence, club, start number and result (placings and times) in all media relevant to the event, such as online media (e.g. live streaming), print media, app and television.

(4) With the consent of the participants in the online registration, the staging organizer will pass on personal data of the participants to the following companies for the following purposes:

(a) race result AG, Joseph-von-Fraunhofer-Str. 11, 76327 Pfinztal, <https://www.raceresult.com>, is responsible for the timekeeping of the event. The internet (and app) service provider is pooliestudios GmbH, Rolandstraße 83, 50677 Cologne, <https://pooliestudios.com/>.

Participants agree that the staging organizer may pass on, store and publish their surname, first name, address, gender, year of birth, nationality, club and start number to race result AG and Pooliestudios GmbH for the purpose of timekeeping, compiling starter and result lists including rankings and posting these lists on the Internet (and in the app).

(b) Participants agree that the personal data of the participant collected by the staging organizer may be passed on to the corresponding service provider (e.g. to race result for the SMS service, etc.) when booking an additional service, insofar as this is necessary for the realization of the respective service.

(c) If participants have booked entry fee insurance from Europ Assistance Services GmbH, Adenuerring 9, 81737 Munich, <https://www.europ-assistance.de/>, the latter will receive access to the participants' personal data for the possible processing of

reimbursement. This entry fee insurance is a service provided by Europ Assistance Services GmbH. The processing or utilization of the insurance takes place exclusively with Europ Assistance Services GmbH.

(d) If booked, participants agree that their first name, surname, start number, language selected in the registration and e-mail address for the photo flat and the video will be forwarded to the service provider Sportograf GmbH Co KG, Dennewartstraße 25-27, 52068 Aachen, <https://www.sportograf.com/>, and stored.

(e) If booked, participants agree that their first name, surname, address, telephone number and email address will be forwarded to and stored by the service provider DHL, Sträßschensweg 10, 53113 Bonn, <https://www.dhl.de/>, for the purpose of sending the starting documents.

(f) If subscribed, participants agree that their first name, surname, gender and email address may be forwarded to the service provider pooliestudios, Rolandstraße 83, 50677 Cologne, <https://pooliestudios.com/>, for the purpose of sending the newsletter and emails and stored by CleverReach GmbH & Co. KG, Schafjückenweg 2, 26180, <https://www.cleverreach.com/de/>, for the purpose of sending the newsletter.

(5) Participants agree that the staging organizer may use the stored personal data for information purposes for the event.

(6) Personal data will not be sold to third parties.

(7) Participants are entitled to object to the disclosure of personal data. They must notify the staging organizer of this in writing.

Note: However, certain event-relevant data (first name, surname, year of birth, nationality, club, start number, ranking and times) are of greater interest, so that participation is not possible without their storage, processing and publication. This data will not be deleted.

(8) The complete privacy policy of the staging organizer can be viewed here: <https://www.rundumkoeln.de/datenschutzerklaerung/>

§ 10 Exclusions of liability

(1) The staging organizer is not liable for the consequences of health risks in the person of the participants. Reference is made to § 2 para. 2 of these conditions of participation.

(2) By registering, participants confirm that they are aware of the risk of contracting a disease, such as the coronavirus, at the event despite all hygiene measures implemented by the organizer. The organizer cannot guarantee 100% protection against infection. The staging organizer is not liable for any hospital costs or loss of earnings.

(3) The staging organizer assumes no liability for items stored free of charge, including and in particular for clothing bags and their contents (e.g. clothing, glasses, keys, smartphones, etc.) handed in for safekeeping at the clothing bag drop-off point.

§ 11 Limitation of liability

(1) Participants' claims against the staging organizer for damages or compensation for futile expenses shall be governed by the provisions of § 10 of these Conditions of Participation.

(2) The staging organizer shall be liable without limitation for damages resulting from injury to life, limb or health caused by an intentional or negligent breach of duty by the staging organizer, a legal representative or a vicarious agent of the staging organizer.

(3) In the case of other liability claims, the staging organizer shall only be liable without limitation if the guaranteed quality does not exist and for intent and gross negligence on the part of its legal representatives and vicarious agents.

(4) The staging organizer shall only be liable for slight negligence if an obligation is breached, compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligation). In the event of a slightly negligent breach of a cardinal obligation, liability shall be limited to five times the organizational fee and to such damages as must typically be expected to occur in the context of the performance of the contract.

§ 12 Premium payment

(1) The prize money for all competitions, if advertised, will be calculated and paid on the basis of the official results list. This will be published on the website after the end of the objection period. After the official results list has been published, all winners will be awarded prizes as advertised.

(2) The staging organizer will inform the winners of the age groups and special classifications in writing after the event in accordance with the terms and conditions of the competition. Additional cash or non-cash prizes, which may be awarded separately for the individual competitions, will be sent to the winners after the event.

(3) Participants lose any entitlement to a prize and must repay any prizes already received to the staging organizer if they are disqualified in accordance with § 8.

§ 13 Sustainability

The staging organizer strives to make the event as sustainable and environmentally friendly as possible. In the course of this, there may be changes to the organization or the range of goods on offer during the course of an event year. Participants will be informed of any changes in good time by email, on the website and via social media. By registering, participants accept these possible changes. Participants will not incur any additional costs. There is no entitlement to a refund in the event of changes.

§ 14 Cancellation of the event

If the event is cancelled due to force majeure (pandemic, severe weather, terror warning, etc.) or other reasons for which the staging organizer is not responsible, participants will receive a full refund of the entry fee and any additional services booked. The service fee (see § 3, paragraph (6) in the amount of € 20.00) will not be refunded.

§ 15 Applicable law

(1) German law shall apply exclusively.

(2) The place of jurisdiction is Cologne.