

**WINTER WORLD MASTERS GAMES
INNSBRUCK 2020**

CONDITIONS OF PARTICIPATION

and

GENERAL TERMS AND CONDITIONS

Companions

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CONDITIONS OF PARTICIPATION
and
GENERAL TERMS AND CONDITIONS
Companions

1 General Provisions and Scope of Application

1.1 The World Masters Games are major multi-sports events organised both in summer and winter by the umbrella organization of the International Masters Games Association ("IMGA"), whose business address is Maison du Sport International, Avenue de Rhodanie 54, 1007 Lausanne, Switzerland. The Winter World Masters Games 2020 ("WWMG 2020") are a winter sports festival in which amateur athletes can participate in various sports from a given minimum age.

1.2 The "WWMG 2020" will be organised by innsbruck-tirol sports GmbH, Innrain 6-8, 6020 Innsbruck, Tyrol - Austria, FN 314976a (the "Organiser") from 10.01.2020 to 19.01.2020 in Innsbruck (Tyrol, Austria).

1.3 Competitions will be held as part of the WWMG 2020 in the following 12 sports (the "Competitions" or "Sports"):

- | | |
|------------------------|----------------------|
| - biathlon | - nordic combined |
| - curling | - short track |
| - ice hockey | - alpine skiing |
| - figure skating | - ski mountaineering |
| - speed skating | - ski orienteering |
| - cross-country skiing | - ski jumping |

1.4 Detailed information on the individual Sports will be made available in the announcements for the respective Sports.

- 1.5 The holder of rights for the WWMG 2020 is the IMGA, which has its registered office in Switzerland. Further information is available at www.imga.ch
- 1.6 Persons who intend to participate in the WWMG 2020 as accompanying persons or coaches of participating athletes (the "Companion") confirm with their registration to participate that they have read and understood the present "Conditions of Participation and General Terms and Conditions" (the "Conditions") and accept them in full.
- 1.7 Companions are also considered as "Participants" of the WWMG 2020 and are referred to as such in the present conditions. Regarding Companions the term "Participation" explicitly does not refer to any right to participate actively as an athlete in the competitions but merely means the entitlement to enter sports facilities in part. This also includes wardrobes, coach positions and warming rooms.
- 1.8 No cancellations, supplements or amendments to the Conditions are intended. Should such a change nevertheless become necessary, the Participants will be informed accordingly. Furthermore, verbal statements shall only be effective if confirmed in writing by the Organiser.

2 Registration for the WWMG 2020

- 2.1 Participants can register for the WWMG 2020 from 4th March 2019 until the planned end of the registration period on 1st November 2019 by online registration at www.innsbruck2020.com. Registration must be made personally by the respective Participant.
- 2.2 Registration is considered complete and concluded when the Participant has selected the desired category of participation in the online registration and completed the form in full and has successfully completed the payment process ("concluded registration"). For the payment process see point 4.2.
- 2.3 The Organiser retains the right, at its own discretion, which it will exercise reasonably, to reject registrations and/or prohibit participation (see point 4.8).
- 2.4 The Organiser has the right to exclude a Participant from participation for good reason at any time – including during the games. In particular, imminent dam-

age or damage that has already occurred to the image of the Organiser, the IMGA or the WWMG 2020 shall be deemed good reason.

3 Registration-Profile, Photo-Upload

- 3.1 For the registration, the Participant uses an Active-Profile ("Profile"), which he either already has, or which he must create during the registration process (regarding Active see point 4.4).
- 3.2 The Participant has the possibility, but not the obligation, to upload a photo of himself.
- 3.3 In this context, the Organiser expressly recommends not to use any photo on which unique features of the Participant (or other persons) such as iris- or hand vein patterns can be recognized.
- 3.4 The Participant confirms that he has the corresponding rights to the uploaded photos, in particular copyrights and the consent of any third parties depicted. The Participant shall indemnify and hold the Organiser harmless against all claims of third parties in connection with uploaded photos.
- 3.5 The uploading of photos takes place at the Participant's own risk and in the knowledge that the photo is visible and possibly usable by third parties.
- 3.6 The Organiser retains the right, at its own discretion, which it will exercise reasonably, to remove photos uploaded by the Participant. This is especially the case if the picture is inappropriate, contrary to accepted principles of morality (*gegen die guten Sitten*) or could violate the rights of third parties.

4 Conditions of Participation

- 4.1 In order to participate at the WWMG 2020, **registration** of the Participant must be **concluded** (see point 2.2). A minimum age of 18 years applies to the registration as a Companion.
- 4.2 The **participation fee must be paid during the registration process**. The participation fee for Companions is € 90.- including taxes plus 5% service fee plus € 1.-, thus in total € 95.50 and entitles to participation in the WWMG 2020 as accompanying person/coach.

- 4.3 For the scope of services included in the participation fee see point 5. Note the right of withdrawal (point 11).
- 4.4 For the payment process as well as for the registration portal, the Organiser uses the services of Active Network, LLC, 717 N. Harwood Street Suite 2500, Dallas, Texas 75201, USA ("Active"). The payment process is handled by Active. See point 14 as regards data protection.
- 4.5 The right to participation as a Companion only becomes valid after payment has been made and registration concluded, provided that **capacities** are still available. Currently there are no plans to implement a limitation. However, should this become necessary due to official requirements, external influences (bad weather, terror threats etc.), sports-organisational circumstances or other reasons, entry will be ranked according to the time of receipt of the participation fee (*first come - first serve*). In case of simultaneous payment and registration, the decision will be made by lot.
- 4.6 It cannot be ruled out that competitions will be held overlappingly/simultaneously, especially due to sports-organisational circumstances. Therefore no legal claim to participation in multiple competitions as a Companion exists.
- 4.7 See point 12 regarding the refund of the participation fee for cases of limited capacities.
- 4.8 Should a Participant be **banned from participation** either before or during a Competition, he is excluded from participation. Reasons for such a prohibition of participation may include, but are not limited to: endangerment of himself or others; grossly negligent or intentional disregard of the rules, in particular with regard to safety; non-observance of instructions given by the Organiser and persons acting on his behalf or by emergency and rescue personnel; behaviour causing or threatening a damage to the image of the event or the Organiser; other damage to the Organiser; otherwise damaging behaviour of the Participant.
- 4.9 Participation in the WWMG 2020 is a highly personal right. Each Participant must complete their online registration themselves and **collect their documents for participation personally**. This is a prerequisite for participation. In

order to verify the identity and age of the athletes, the organisation may require the presentation of an identity card/passport (or any document considered equivalent in the Participant's country of residence) at the issuing office or during other checks by the organisation.

4.10 The **safety requirements and safety instructions** of the Organiser, its agents and other third parties working for or within the framework of WWMG 2020 must be observed and complied with. This applies in particular to instructions from the Organiser, Competition management, doctors, rescue services, police and fire brigade.

5 Participation Fee

5.1 The participation fee (see point 4.2) includes in particular the following (partly voluntary) benefits:

- Participation in the WWMG 2020
- Participation in the official opening ceremony
- Free use of public transport in and around Innsbruck and transport to the competition venues
- Starter package with attractive goodies
- Side events
- Official certificate of participation (digital)
- Participation in the closing ceremony

5.2 The Participant has no legal claim to the above-mentioned voluntary additional services, with the exception of participation in the WWMG 2020 in the status of a Companion.

6 Support and Assistance

6.1 During the official Competition times, all Competition venues are equipped with purely ambulatory medical care stations, which are intended to provide initial medical care in the event of injuries. The Participant must keep himself informed about the current official Competition times. These are available on the WWMG 2020 website (www.innsbruck2020.com).

- 6.2 The Participant expressly acknowledges that medical care (including out-patient care) cannot be provided outside the official Competition times.
- 6.3 The Participant expressly acknowledges that, despite careful organisation, the Organiser cannot guarantee complete and comprehensive medical care, even with the planned service network, and that acutely occurring problems (such as injuries) could take an adverse course.

7 Liability and Covenants

- 7.1 The Participant is aware and accepts that participation in the WWMG 2020 entails risks in connection with the holding of sports competitions which can cause injury to life and limb as well as damage to property, especially to the Participant. Furthermore, the Participant may also cause damage to other persons or objects due to the given risks.
- 7.2 The Participant is aware and accepts that he voluntarily puts himself at risk under Competition conditions. Even under the best possible conditions regarding organisation, safety, but also physical and mental fitness of the athletes, dangerous situations, accidents and similar damaging events cannot be excluded.
- 7.3 The Participant expressly guarantees the observance of all duties of care, in particular the adherence to the instructions of the Organiser (see point 4.10).
- 7.4 For the Participant's obligations to comply with the safety regulations see point 4.10 and for care and (medical) care see point 6.
- 7.5 The Organiser and his agents are not liable for damage to property or financial losses incurred by the Participant due to simple negligence. However, the Organiser and its agents shall be liable if a primary (essential) contractual obligation has been breached.
- 7.6 The Organiser assumes no liability for objects stored free of charge.
- 7.7 The Organiser shall not be liable for damages caused by the Participant to third parties, in particular the proprietors of the event venue or other Participants, within the framework of the WWMG 2020.

8 Insurance

- 8.1 The Organiser will take out all legally and/or officially required insurances for the event.
- 8.2 The Participant acknowledges that the Organiser will not take out any insurance in favour of the Participant, in particular not for any damage resulting from participation in the WWMG 2020 (e.g. medical treatment).
- 8.3 It is the Participant's own responsibility to take out adequate and valid accident and health insurance and, if necessary, repatriation insurance for participation in WWMG 2020 as a Companion.
- 8.4 It is the Participant's own responsibility to take out and maintain for the duration of participation in the WWMG 2020 as a Companion an adequate valid liability insurance policy for participation in the WWMG 2020. This insurance must cover damages culpably caused to the Organiser or other third parties - in particular other Participants - by him in connection with his participation in WWMG 2020.
- 8.5 It is the Participant's own responsibility to take out travel or cancellation insurance for participation, travel and accommodation costs (see point 12.3).

9 Duration of Contract

- 9.1 Rights and obligations arising from these Conditions apply until the end of the WWMG 2020, i.e. until 19.01.2020.
- 9.2 If, due to the nature of the matter, a longer contract period is necessary, such longer period shall apply (e.g. point 10).

10 Image and Video Material, Intangible Rights

- 10.1 The Participant agrees that the Organiser, its agents, the IMGA, as well as sponsors and media companies (the "Entitled Parties") may record image and/or video material as well as pure audio material (the "Material") of Participants without restriction within the framework of the Competitions and the Participants' stay at WWMG 2020. Furthermore, the Participant agrees that the Entitled Parties may use this Material without time, content and space re-

restrictions in any manner provided for and not provided for in the Austrian Copyright Act, in particular by disseminating, publishing, broadcasting and making it accessible to third parties. This Material may also be used commercially. The Participant is not entitled to remuneration for such use. This right is transferable.

10.2 See point 14 regarding data protection.

11 Right of Withdrawal

11.1 Participants are entitled to withdraw their registration and thus their participation in the WWMG 2020 ("right of withdrawal"). Participants do not have to give any reasons for withdrawal.

11.2 The withdrawal period is 14 days from the date of the concluded registration (see point 2.2).

11.3 If this right of withdrawal is exercised in due time, the Participant is no longer bound by his registration. The date on which the declaration of withdrawal was sent to the Organiser is decisive for the exercise of the right of withdrawal.

11.4 The right of withdrawal may be exercised by way of an informal e-mail or by filling in the withdrawal form and sending it to:

innsbruck-tirol sports GmbH

E-mail: registrierung@innsbruck2020.com

11.5 The withdrawal form will be sent to the Participant together with the Conditions of Participation / General Terms and Conditions.

11.6 The Participant expressly agrees that the Organiser **shall commence fulfilment of the contract prior to expiry of the withdrawal period** (see point 11.2). For the associated pro rata obligation to bear costs, see point 11.7. Nevertheless, the Participant is entitled to cancel the contract without stating reasons in accordance with this section. For conditions, deadlines and procedures see above.

11.7 The Participant expressly agrees to bear a **proportionate share of the costs** if he exercises his right of withdrawal. The pro rata obligation to bear the costs

represents the service flat rate (see point 4.2) of 5% of the respective participation fee plus € 1.-. This will be retained by the Organiser and not refunded to the Participant.

11.8 As a result of a justified withdrawal, the Organiser shall reimburse the participation fee received from the Participant (without service fee) immediately and at the latest within 14 days of the day on which the notification of the withdrawal from this contract was received by the Organiser. For such refund, the Organiser shall use the same means of payment as used by the Participant in the original transaction. The refund will be made in Euro (€).

11.9 For cases in which the service fee shall not be retained, see point 12.5.

12 Cancellation, Refund, Cancellation of Event

12.1 In addition to the possibility of withdrawal in accordance with point 11, all Participants **may still cancel** their participation in the WWMG 2020 after expiry of the withdrawal period. A cancellation must be sent in writing exclusively by e-mail to **registrierung@innsbruck2020.com** in German or English **by 01.10.2019 at the latest** and must reach the recipient on that day. Cancellations are only valid if they are sent from the e-mail address with which the Participant originally registered for WWMG 2020.

12.2 In the event of cancellation in due time, the Organiser will reimburse the participation fee paid by the Participant without undue delay, at the latest within thirty days of the day on which the cancellation was received by the Organiser. The service fee (see point 4.2) will be retained and therefore not refunded.

12.3 It is expressly recommended that a Participant cancellation insurance is taken out by the Participant (see point 8.5).

12.4 In case of **cancellation of the event** or individual competitions due to force majeure (safety reasons, storm, cold, lack of snow, official restraints, etc.), non-attendance, cancellation or shortening of the Competitions for reasons for which the Organiser is not responsible, the Participant has no claim to reimbursement of the participation fee or compensation for other damages, such as travel or accommodation costs.

12.5 A **refund of the entire participation fee including the service fee** (see point 4.2) will only be made in the following special cases:

- Overbooking or subsequent limitation of the capacities for Companions.

12.6 In the event of any refund, the same means of payment (credit card) used by the Participant in the original transaction will be used by the Organiser. The refund will be made in Euro (€) immediately, at the latest within thirty days from the day on which the Organiser received the cancellation. Any transaction costs (e.g. bank charges) shall be borne by the Participant.

13 Choice of Law and Place of Jurisdiction

13.1 These Conditions as well as the contract concluded between the Participant and the Organiser and all claims resulting from the legally effective existence or non-existence of these Conditions and the contract are subject to the **application of material Austrian law** to the exclusion of the provisions of Austrian international private law. It is pointed out that the mandatory provisions of the Participant's country of residence are not excluded by this choice of law clause if this country of residence is a member of the European Economic Area (EEA). These mandatory provisions apply in such a case and provide supplementary protection.

13.2 For Participants who have neither their usual place of residence nor domicile within the EEA, or who are not considered consumers within the meaning of Regulation (EU) No 1215/2012 (Brussels Ia) (regardless of their place of residence), the **exclusive place of jurisdiction** for all legal disputes arising out of or in connection with the WWMG 2020, these Terms and Conditions and the contract based thereon between the Organiser and the Participant shall be the competent court for A-6020 **Innsbruck (Austria)**. However, the Organiser can also bring an action against the contractual partner at another legal place of jurisdiction in Austria or abroad.

14 Data Protection and Data Processing

14.1 The organiser expressly declares its compliance with all relevant data protection regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 (**GDPR – General Data Protec-**

tion Regulation) and the Austrian Federal Act on the Protection of Individuals with regard to the Processing of Personal Data (**Data Protection Act - DSGVO**).

14.2 In this context, reference is made to the data protection declaration of the Organiser.

14.3 The data protection declaration is available online at:
www.innsbruck2020.com/dataprivacy

15 Miscellaneous

15.1 The Organiser may transfer its rights and obligations in whole or in part to third parties at any time.

15.2 Any challenge due to error (*Irrtum*) concerning Participants who are not consumers is excluded.

15.3 Should any reference to natural persons in this contract be only in masculine form, it refers to women and men equally.

15.4 The German version of these Terms and Conditions represents the original version and in case of doubt takes precedence over a translated version (particularly in English).

15.5 The contact details of the Organiser are:

innsbruck-tirol sports GmbH

WWMG 2020 - Registrierung

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