#### General Terms and Conditions

### § 1 GENERAL

- (1) These General Terms and Conditions ("GTC") apply to all cycling events ("Event") organized by Delius Klasing Verlags GmbH ("Organizer"), in particular the Gravel Peaks.
- (2) With their inclusion through registration via the respective event website, the GTC govern the contractual relationship between the contractual partner and the organizer ("participation contract"). The "Contractual Partner" and thus the contractual partner of the Organizer and the party entitled to make claims against the Organizer is exclusively the party who purchases the event services via the respective registration portal; this also expressly applies if the event services include participation entitlements or other services for the benefit of third parties (hereinafter also referred to as "Participants").
- (3) The regulations applicable to the respective event and available on the respective event website ("Regulations") are an integral part of the participation contract. The contractual partner hereby warrants that it has read the applicable regulations and, in the case of the purchase of event services for third parties, has brought them to the attention of the persons concerned in advance.
- (4) The contractual partner acknowledges that a mandatory prerequisite for participation in the organizer's events is the submission of the (unaltered) declaration of liability applicable to the respective event and available on the respective event website, including the acknowledgement of the applicable regulations contained therein. The contracting party shall ensure that the organizer has received signed original declarations of liability from all persons for whom the contracting party acquires event services with the participation contract by the time of accreditation at the latest. Persons for whom no declaration of liability has been submitted will not be admitted to the event without any rights accruing to the contractual partner.
- (5) The contractual partner guarantees that the information provided by him/her in the context of the registration for the persons is correct and complete and that the persons concerned are entitled to participate in accordance with the respective regulations.

# § 2 EVENT SERVICES

(1) By registering via the registration portal, i.e. by concluding the participation contract, the contractual partner acquires the right to

participate in the event for all persons named in the registration form in accordance with these GTC and the applicable regulations, subject to the existence of corresponding declarations of liability.

- (2) The event services are described on the respective event page. After registration via the registration portal, the contractual partner shall receive a registration confirmation in which all booked event services are summarized again.
- (3) The events are open-air events that are subject to the actual conditions (weather conditions, etc.) on site. The contractual partner acknowledges that the local conditions cannot always be influenced by the organizer and that the organizer reserves the right to make adjustments to the contractual services (e.g. routing) for justified reasons, taking into account the interests of the participants as far as possible.
- (4) The event services are non-transferable. Only the persons specified in the registration form are entitled to participate. An exception to this is the one-off, free replacement of one (1) participant at the written request of the contractual partner up to one month before the start of the event. In the event of a further change of team partner, a one-off flat-rate re-registration fee of €50 will be charged.
- (5) The event documents will only be handed over on presentation of the confirmation of participation (see § 3 (5)), the signed declaration of liability and the participant's identity card/passport. If the participant is unable to collect the event documents in person, they can only be handed over to a person authorized in writing. The event documents will not be sent.
- (6) If the contractual partner also books the bike box transport for himself or another participant when registering, he undertakes to pay the fee agreed at the time of booking to the organizer. If bike box transportation is booked, the participant must hand in his/her bike box at the accreditation desk. They will receive a ticket with which they can collect their bike box at the finish. The Bike Box Transport only guarantees the transportation of the Bike Box to the finish. Return transportation, for example as part of a booked return transfer, is not included.
- (7) If the contractual partner books additional services in addition to mere participation when registering, these shall also be deemed to be event services. The current additional services and the supplementary contractual conditions applicable in this respect can be found on the event website.
- (8) Participants are not entitled to technical services without expressly booking these additional services. Participants may have to pay for spare parts and more extensive repair work themselves after the stage. The

contract and contact person is exclusively the relevant sponsor or responsible service partner.

# § 3 CONSIDERATION - TERMS OF PAYMENT - CONFIRMATION OF REGISTRATION

- (1) The contractual partner shall pay the consideration specified in the registration ("participation fee") for the event services. This also expressly applies to participation fees that the contractual partner acquires for the third parties named in the registration (participants).
- (2) The participation fees are inclusive of statutory VAT.
- (3) Contractual partners pay the participation fee via the partner Datasport and the payment methods offered by them. The contractual partner is obliged to ensure that there are sufficient funds in the specified accounts. If the credit card payment method has been agreed with the contractual partner, the participation fees are due for payment in full by the contractual partner within 2 weeks of receipt of the registration confirmation automatically generated upon completion of the registration. Fees and processing costs arising from the reversal of a direct debit of fees due shall be borne by the contractual partner, insofar as the reversal is due to causes for which the contractual partner is responsible. The organizer is entitled to provide evidence of higher costs of the chargeback, the customer is entitled to provide evidence of lower costs. If the contracting party revokes its consent to the direct debit procedure, the organizer shall charge a reasonable processing fee for administrative handling.
- (4) The participation fees are due for payment in full by the Contractual Partner within 2 weeks of receipt of the confirmation of registration generated automatically upon completion of the registration process. If the Contractual Partner's participation fees are not received (in full or in part) in the Organizer's account by the due date, the Organizer shall be entitled to withdraw from the participation contract, without prejudice to any other rights.
- (5) The confirmation of registration must be presented together with the signed declaration of liability at the accreditation desk at the start location. Without the above-mentioned documents, persons will not be admitted to the respective event without any rights accruing to the contractual partner.

# §4 CANCELLATION - REFUND

(1) The contractual partner shall be entitled to withdraw from the participation contract ("Cancellation"). Cancellation can only be made in writing. In the event of cancellation by the contractual partner, the following

cancellation conditions shall apply (the date of receipt of the cancellation declaration by the organizer shall be decisive):

- For cancellations up to and including 31.12.2025, the organizer will refund 90% of the participation fees
- In the event of cancellation from 01.01.2026 up to and including 01.05.2026, the organizer will refund 50% of the participation fees
- From 02.05.2026 onwards, cancellation is only permitted upon presentation of a medical certificate confirming that participation is not possible for medical reasons. In this case, the organizer will refund 10% of the participation fees
- (2) All additional services, such as the return transfer and the transportation of the bike boxes etc. can also be cancelled as described above in paragraph 1.
- (3) The refund of the aforementioned refund amounts shall be made within 30 days of receipt of the declaration of cancellation by the organizer.

# § 5 CANCELLATION OR POSTPONEMENT OF THE EVENT IN THE EVENT OF FORCE MAJEURE

- (1) In the event of cancellation or interruption of the event or individual stages due to force majeure (e.g. bad weather) or for other reasons for which the organizer is not responsible, the organizer may withdraw from the participation contract. The organizer shall reimburse participation fees already paid, but shall not be liable for damages or expenses incurred by the contractual partner or the participants for this reason (e.g. travel or accommodation costs). Travel and accommodation shall be at the contractual partner's and participants' own expense and risk.
- (2) In the event that the event or individual stages are postponed in terms of location and/or time due to force majeure (e.g. bad weather) or for other reasons for which the organizer is not responsible, the organizer may withdraw from the participation contract in whole or in part. The organizer shall reimburse any participation fees already paid (pro rata if applicable), but shall not be liable for any damages or expenses incurred by the contractual partner or the participants for this reason (e.g. travel or accommodation costs). Travel and accommodation shall be at the contracting party's and participants' own expense and risk.
- (3) In the event of a change of location and/or time, the contractual partner or the participants shall be entitled to participate in the newly scheduled event.

# § 6 CANCELLATION OR POSTPONEMENT OF THE EVENT IF THE MINIMUM NUMBER OF PARTICIPANTS IS NOT REACHED

- (1) The organizer may also withdraw from the participation contract if the required minimum number of participants has not registered for the event. In this case, the organizer shall inform the contractual partner of the cancellation at least five (5) months before the planned date of the event and declare the withdrawal.
- (2) The organizer shall reimburse participation fees already paid but shall not be liable for damages or expenses incurred by the contractual partner or the participants for this reason (e.g. travel or accommodation costs). Travel and accommodation shall be at the contracting party's and participants' own expense and risk.

# § 7 DATA COLLECTION AND UTILIZATION

The careful handling of personal information is very important to the organizer. When processing participants' personal data, the organizer complies with the statutory provisions and protects the personality and privacy of the participants. When registering and using the services offered by the organizer, personal data may be collected, processed or used. In the following, the contractual partner shall be informed about the handling of his data. The contractual partner can print out or save this document by using the usual functionality of their browser (usually File / Save as).

# (1) General information

# 1. responsible body

Delius Klasing Verlag GmbH, Siekerwall 21, D-33602 Bielefeld is responsible for the collection, processing and use of your personal data within the meaning of § 3 of the Federal Data Protection Act.

# 2. possibility of objection

- (1) If a participant wishes to object to the collection, processing or use of his/her data by the organizer in accordance with these data protection provisions as a whole or for individual measures, he/she can send his/her objection by e-mail, fax or letter to the following contact details: Yunique GmbH, Johnsallee 62, 20148 Hamburg, service@yunique.de.
- (2) Collection, processing and use of personal data

Personal data may be collected, processed and used as part of the registration process and when using the website.

#### Personal data

(1) Personal data is information about the factual or personal circumstances of an identified or identifiable natural person. This includes, in particular, information that allows conclusions to be drawn about the identity of participants, such as their names, telephone numbers, addresses or e-mail addresses. Statistical data that the organizer collects, for example, during a visit to its website and that cannot be directly linked to the person of the contractual partner does not fall under the concept of personal data.

## 4 Collection, processing and use of your personal data

(1) The protection of your data is a central concern of the organizer. The personal data of participants will only be passed on or otherwise transmitted to third parties if this is necessary for the purpose of contract processing or invoicing or if you have given your prior consent. The data passed on in this way may only be used by our service providers to fulfill their task. Any other use of the information is not permitted and does not take place with any of the service providers entrusted by us.

# (1)Registration

The personal data provided by the contractual partner when registering will be stored and processed solely for the purposes of holding and handling the event. This applies in particular to the data required to establish identity, to process payments or for the purpose of medical care of the participants (§ 28 Federal Data Protection Act). By registering, the contractual partner consents to the storage of data for this purpose. Furthermore, the contractual partner agrees to the use of the collected personal data for internal market research purposes of the organizer.

# (2) Forwarding of data to third parties

The data collected by the organizer will only be passed on to third parties if this is necessary and legally permissible in the context of the conclusion or execution of the contract between the contracting parties or if the contractual partner has expressly consented to the transfer. Otherwise, the contractual partner's data will not be passed on to third parties. The contractual partner hereby agrees that

- the personal data collected will be passed on to third parties for the purpose of timekeeping, compiling the results lists and posting these lists on the Internet;
- his surname, first name, year of birth, place of residence, start number and results (placings and times) will be published in all printed media

relevant to the event (list of participants, results list, etc.) and in all electronic media such as the internet (e.g. social media, online newsletter)

- his/her cell phone number given when booking the SMS results service is passed on to third parties for the purpose of sending SMS messages.

#### deletion of data

- (1) Participants' personal data will be deleted if they have asserted a claim for deletion and this does not conflict with statutory retention obligations, or if the data is no longer required to fulfill the purpose for which it was stored or if its storage is inadmissible for other legal reasons.
- (2) Participants' consent to data collection/utilization and release

The contracting party warrants that it has informed all persons registered by it of the provisions of this § 6 and that they have consented to the above. The contractual partner shall indemnify the organizer upon first request against all claims of the persons registered by him/her on the basis of the above and shall bear all costs incurred in this respect (including costs of legal defense).

### § 8 LIABILITY OF THE ORGANIZER

- (1) The liability of the organizer is limited as follows:
- 1. the liability of the organizer for damages resulting from injury to life, body or health, which is based on a negligent or intentional breach of duty by the organizer or a legal representative or vicarious agent of the organizer, is unlimited in terms of reason and amount.
- 2. for other damages based on an intentional or grossly negligent breach of duty by the organizer or a legal representative or vicarious agent of the organizer, the organizer shall also be liable without limitation in terms of reason and amount.
- 3. the organizer shall not be liable for damages that are not covered under no. 1 or 2 above and are based on a negligent breach of duty by the organizer or a legal representative or vicarious agent, unless the damages are due to a breach of cardinal obligations. However, liability for damages arising from the breach of cardinal obligations is limited to compensation for damages foreseeable at the time of conclusion of the contract and typical for this type of contract. "Cardinal obligations" are those whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance I may regularly rely.

- (2) The contractual partner is hereby expressly informed once again that the organizer and/or its legal representatives or vicarious agents are not liable for damages for which they are not responsible. This applies, for example, to damages caused by the misconduct/driving errors of other drivers, as well as in the event that the contractual partner is prevented from participating in whole or in part due to legal regulations and/or official orders.
- (3) This limitation of liability shall also expressly apply to lost valuables, items of clothing and equipment and damage to bicycles caused during return transportation.
- (4) The liability of the organizer for contractually assumed guarantees and statutory strict liability remains unaffected by the above limitations/exclusions of liability.

### § 9 LIABILITY OF THE CONTRACTUAL PARTNER AND RELEASE

- (1) The contractual partner is hereby expressly informed once again that he is fully liable for damages caused by the organizer or third parties (e.g. other drivers) to the injured party, insofar as the contractual partner is responsible for them, i.e. the contractual partner is guilty of intent or negligence. The organizer recommends taking out private liability insurance for this type of event.
- (2) The contractual partner hereby undertakes to indemnify the organizer and/or the third parties commissioned by the organizer ("indemnified persons") in full and upon first request from all damages, expenses and/or costs that third parties may claim against the respective person entitled to indemnification in connection with the claim damages caused by the contractual partner and to bear all costs incurred in this context (including legal defense).

# § 10 OTHER

- (1) There are no oral additional agreements in this regard. Additions and changes to the participation contract must be made in writing to be valid (email excluded). The same applies to the waiver or change of the form described above. The priority of the individual agreement remains unaffected.
- (2) If individual provisions of the participation contract are or become invalid or if there is a gap that requires regulation, the rest of the participation contract remains valid. The parties will negotiate in good faith to replace the invalid or missing provision with the effective provision that comes closest to the documented will of the party in economic terms.

(3) This agreement is subject to German law; If the law of the contractual partner's country in which he or she has his or her habitual residence ("home law") provides for mandatory consumer protection regulations, these apply instead of the German legal regulations.

Status: September 2025