

Terms and Conditions for Competitions of Rund um Köln 2027

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.

AGG Notice: For the sake of better readability, the simultaneous use of masculine, feminine, and non-binary language forms (m/f/d) is omitted. All references to individuals apply equally to all genders.

(1) "Rund um Köln 2027" consists of the Granfondo competitions Velodom 60 and Velodom 120 and will be held in Cologne.

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

The Kölner AusdauerSport GmbH, located at Girlitzweg 30 Tor 5A, 50829 Cologne, GERMANY has been commissioned with the event organization.

(3) The sole contracting party for all participants of "Rund um Köln 2027" is Kölner AusdauerSport GmbH (hereinafter referred to as the event organizer).

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

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

§ 1 Scope of Application

(1) These terms and conditions govern the legal relationship (organizational contract) between the participants and the event organizer.

(2) The organizational contract between the participants and the event organizer is concluded when the organizational fee is debited from the interested party's account.

(3) The participants acknowledge that by registering for the event, the event organizer's provision of services begins.

(4) In addition to these terms and conditions, the following sports rules apply to each individual competition in their valid form and thereby become part of the organizational contract (in case of a conflict, the terms and conditions take precedence over the sports rules):

(a) All competitions of "Rund um Köln" are conducted in accordance with the regulations of German Cycling and the relevant own competition rules.

(5) The sports rules listed here are regularly updated by the aforementioned institutions to ensure a fair competition. Any changes, made in consideration of the legitimate interests of the participants after their registration, will be communicated by the event organizer on their website or in writing and will become part of the organizational contract.

§ 2 Participation Requirements and Health of Participants

(1) All participants with a registered registration and an official starting number are eligible to participate in the Granfondo races.

(a) Both women and men are eligible to start, regardless of club membership; however, riders from teams registered with the International Cycling Union (UCI) are excluded. Participants from other federations with comparable athletic qualifications may be excluded from participation by the event organizer.

(b) Participation of professional athletes for promotional purposes and outside of competition is possible after consultation with the event organizer and based on a case-by-case decision. Minors require the written consent of a legal guardian. For more detailed information, see the regulations at <https://rundumkoeln.de/>.

(c) By registering, participants declare that they have read and accepted these terms and conditions as well as the regulations governing the sporting organization, which may be adjusted after their registration in consideration of the participants' legitimate interests.

(d) The terms and conditions and regulations must be complied with, and the instructions of the police, staff, and support personnel must be followed at all times and without delay.

(2) By registering, participants confirm that they have checked their health conditions, possibly with the assistance of a doctor.

(3) Participation is at the participants' own risk.

(4) The minimum age for participation in the Granfondo races Velodom 60 and Velodom 120 is 14 years. The relevant cut-off date is the respective event day. Participants under 18 require written consent from their legal guardian to participate.

(5) Participants agree to provide proof confirming the fitness for participation if requested by the event organizer and/or the authorities. The event organizer will inform participants in due time about the required format of the proof.

§ 3 Registration and Participant Fee

(1) Interested parties can register for participation in a competition exclusively via the online registration system. The event organizer does not accept registrations via email, phone, fax, letter, etc.

(2) Company registrations are only possible online and until April 15, 2027, provided the participant limit has not already been reached. After this date, an invoice will be issued for all received registrations. The second pricing tier will always be applied.

(3) The event organizer will announce the maximum number of participants per competition (participant limit). Anyone who meets the eligibility criteria for a competition as per the event's terms and conditions can register until April 29, 2027, provided the participant limit has not been reached.

(4) With registration, the entry fee, including the service charge, and the costs for any individually selected additional services (e.g., merchandise items, event shirt, etc.) become due for payment. The entry fee is based on the number of registered participants.

(5) The entry fee includes a service charge covering administrative costs for registration and the pre-event services necessary for the event's organization. The service charge is generally non-refundable and amounts to €25.00.

(6) A legal right to participate in a competition arises only when the full payment has been received into the event organizer's account.

If payment is not received by the registration deadline, the claim for a starting place expires.

Upgrade

(7) An upgrade from Velodom 60 to Velodom 120 is generally possible until April 15, 2027, for an administrative fee of €25.00 as long as the participant limit of the Velodom 120 has not been reached earlier. This can be done independently via the modification link received with the registration confirmation. In addition to the administrative fee, the difference in the entry fee for the new distance must be paid.

Pick-up of Race Materials

(8) Participants will receive all necessary race materials (starting number with transponder, etc.) and any booked additional services (e.g. jersey) at the Bike.EXPO.

(9) Race materials must be picked up in person by the individual participants. The email confirmation of registration and a valid photo ID must also be presented.

Shipping of Race Materials

(10) For an additional fee, participants residing in Germany and Benelux can opt for the postal delivery of the necessary race materials via parcel.

(11) This service can be booked until April 15, 2027, at the latest.

(12) The shipping of the race package will occur thereafter.

(13) If the package cannot be delivered (e.g., due to an incorrect address, absence, failure to collect from a parcel station, etc.), participants can only pick up their race materials (the return) at the Bike.EXPO. A second delivery attempt will not be made for time

reasons, and the shipping fee will not be refunded. Costs incurred due to returns will be borne by the participant.

Codes

(14) Registrations via code can only be made online and until April 15, 2027, provided the participant limit for the respective competition has not been reached.

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

(16) Sent codes are non-refundable.

§ 4 Payment Terms

(1) The payment amount consists of the respective entry fee for the competition and any additional services that may have been booked.

(2) Domestic participants residing in Germany can pay via SEPA direct debit until April 29, 2027.

(3) International participants can choose between SEPA direct debit (if available) and credit card (Mastercard or Visa) for payment.

(4) If the entry fee is not paid by April 29, 2027, the claim to a starting place is forfeited.

(5) Fees arising from incorrect bank or credit card information, or from chargebacks, will be charged to the participants.

§ 5 Non-Attendance at the Event

If the participants are unable to attend the event, they have the option to secure their entry fee through the purchase of a entry fee insurance at the time of registration. Alternatively, participants can use the starting slot exchange to find a replacement. This is done exclusively online via a fee-based transfer of entry.

Start Fee Insurance

(1) All participants have the option to purchase entry fee insurance during registration. In the event of a justified non-participation (e.g., due to severe illness, accident injury, job loss, short-time working, pregnancy or significant damage to property, etc.), the insurance will refund the paid entry fee. The amount of the insurance premium depends on the amount of the entry fee. IMPORTANT: In the event of a claim, a refund can only be made to an IBAN account.

(2) The contractual partner for the start fee insurance is Europ Assistance Services GmbH (a subsidiary of Generali Deutschland AG), Adenauerring 9, 81737 Munich, GERMANY, <https://www.europ-assistance.de/>. A refund of the entry fee will only be made in accordance with the terms and conditions of Europ Assistance. Additional services such as merchandise items, travel, and/or accommodation costs are *not* covered by this insurance. A booked jersey will be sent to participants after the event upon sending a stamped return envelope (currently €1.80).

(3) The entry fee insurance can only be purchased in conjunction with the registration for the starting slot and is not valid in the event of the cancellation of the event or individual competitions due to force majeure. The service fee is **not** covered in the event of a cancellation (see also § 14).

(4) The detailed terms and conditions of insurance can be viewed at <https://www.rundumkoeln.de/en/competitions/velodom-120/#insurance>.

(5) If the entry fee insurance is purchased, participants will receive their personal insurance certificate in their registration confirmation email.

Re-registration via starting slot exchange

(1) If the participants have not purchased the entry fee insurance as part of their registration, they may transfer their start slot to another person for a fee via the starting slot exchange if they are unable to attend. This transfer must be completed by April 15, 2027, and can be done via the personal change link. A transfer can only be done once per bib number and **cannot** be undone.

(2) A starting slot on the starting slot exchange is publicly visible to everyone and cannot be reserved for one person.

(3) The entry fee will only be refunded once a buyer has been found for your starting slot.

(4) Any additional services booked will not be refunded. Pre-ordered jerseys and cycling shorts can be collected at the Bike.EXPO during the event. If shipping was booked, pre-ordered jerseys and cycling shorts will be sent.

(5) The following fees apply to the new buyer: current price category plus an additional re-registration fee of €25.00.

(6) The starting slot can be purchased on the starting slot exchange up to and including April 15, 2027. If the starting slot has not been purchased by another person by then, the seller's entry will be reactivated.

(7) Once a starting slot has been purchased via the starting slot exchange, it cannot, for technical reasons, be offered for sale via the exchange a second time.

(8) Free entries or discounts granted cannot be transferred via the starting place exchange.

§ 6 Safety During the Event

(1) The event organizer will communicate all organizational measures required for the competitions to participants before the event, either on the website or in the event materials. Participants are obligated to adhere to and implement all instructions provided. In particular, any necessary hygiene regulations must be followed. These regulations will be sent to participants by email as part of their confirmation, and they can also be found on the event organizer's website.

(2) Participants must comply with the instructions of the event organizer and its designated personnel (e.g., marshals, course officials, finish line staff, or medical services).

(3) Participants are aware that all competitions will take place in a large city, predominantly on public roads. The event organizer will inspect the respective routes before the competitions and remove any visible obstacles or hazards. However, participants understand that the course may have typical urban unevenness and other characteristics. Participants are required to pay special attention to this.

(4) In the event of actions that disrupt the proper course of the event or may endanger the safety of other participants or spectators, the event organizer is entitled to exclude participants from further participation immediately. In such cases, there is no right to a refund of the entry fee.

(5) In addition, the regulations of the respective competitions and the provisions of German Cycling apply.

(6) In the event of last-minute changes in official regulations, the event structure and organizational processes may be adjusted even after registration. This is not a valid reason for withdrawal from the event.

§ 7 Exclusion and Disqualification

(1) The event organizer and the competition jury are entitled to exclude participants from the event (disqualification) if one or more of the following conditions are met:

(a) Participation without the transponder required for timekeeping according to § 8 of these terms and conditions, or the reasonable suspicion of tampering with the transponder or timekeeping system (e.g., missing split times, leaving or cutting the course).

(b) Providing false personal information during registration.

(c) The reasonable assumption by the event organizer or the medical personnel appointed by them that a participant is unable to continue or participate in the event due to health reasons, as the participant's health appears to be at risk.

(d) Altering the start number in any way (e.g., making the sponsor's logo invisible, obscured, removed, or incorrectly placed; see also start number attachment instructions on <https://www.rundumkoeln.de/>).

(e) Violations of the sports rules of the respective competitions of the institutions named in § 1 (3) of these terms and conditions, which lead to disqualification according to the respective rulebook.

(f) Transferring the start number and transponder to another person.

(g) Starting without a start number.

(h) Starting in the wrong starting block – too far ahead (this will be controlled through timekeeping).

(i) Starting with more than one transponder.

(j) Failure to comply with the average speed set by the event organizer.

Official end: Once participants are overtaken by the broom wagon at the end of the field, they are excluded from the competition and must leave the course or road. Insurance coverage ends at this time. The roads are no longer closed, and traffic regulations apply. Overhauled participants can either be taken to the finish line by the broom wagon or make their own way to the finish area using public transport.

(k) Underage participants who do not meet the minimum age requirement set by the event organizer for the respective competition.

(l) Carrying animals.

(m) Starting as a KT rider (note: Elite amateurs, amateurs, and all other licensed categories may participate in our Granfondo races).

(2) If one or more participants use the event as a platform for activities not permitted by the event organizer, which may damage the reputation of the organizer or its sponsors, the event organizer reserves the right to prevent these participants from starting or to disqualify them. This includes unauthorized or unapproved advertising for third parties, especially if it competes with the organizer's sponsors. All participants have the option to seek prior approval from the organizer up to four weeks before the event if in doubt.

(3) In the event of disqualification, there is no entitlement to a refund of the entry fee or fees for additional services.

(4) An objection to the ranking or disqualification can be filed with the competition jury up to 30 minutes after the end of the competition. A fee of €25.00 must be paid with the objection.

(5) Objections to the ranking or disqualification must be submitted

by email (info@rundumkoeln.de) to the organizer within eight days after the race. No objections will be accepted after this period.

(6) The event organizer reserves the right to disqualify participants for serious violations even after the objection deadline has passed.

§ 8 Timekeeping and Results

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

(2) The event organizer can only ensure timekeeping if the saddle post transponder is properly attached and all timing mat systems are crossed.

(3) The transponder required for timekeeping is purchased as part of the registration. It is to be attached to the saddle post.

(4) Immediately after the event, provisional result lists will be published on the event organizer's website. The results will be displayed according to the sporting rules of the institutions listed in § 1 (3) of these terms and conditions. Only after the expiration of the appeal period or the processing of any objections will the organizer publish the final results for all competitions. Until that time, placements may change.

§ 9 Right to Personality and Data Protection

(1) Participants agree that photos, video footage, or interviews taken in connection with the event may be distributed and published without compensation on radio, television, the internet (e.g., websites, social media, live streaming, apps), or print media (e.g., posters, flyers, program booklets).

(2) The event organizer stores and processes the personal data provided by participants during registration for the purpose of organizing and carrying out the event. This includes data necessary for payment processing and communication.

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

(4) The event organizer, with the participant's consent during online registration, shares the participant's personal data with the following companies for the following purposes:

(a) race result AG, Joseph-von-Fraunhofer-Str. 11, 76327 Pfinztal, GERMANY, <https://www.raceresult.com>, carries out the timekeeping of the event. Internet (and app) services are provided by Emperon Studio GmbH, Sachsenring 51a, 50677 Cologne, GERMANY, <https://www.emperon.studio/>. Participants agree that the event organizer may provide race result AG and Emperon Studio GmbH with their name, first name, address, gender, birth year, nationality, club, and start number for the purposes of timekeeping, creating starter and result lists, and posting these lists on the internet (and in the app).

(b) Participants agree that the event organizer may share their personal data with the relevant service provider (e.g., race result for SMS service) when booking additional services, if necessary to fulfill the respective service.

(c) If participants have booked the start fee insurance through Europ Assistance Services GmbH, Adenauerring 9, 81737 Munich, GERMANY, <https://www.europ-assistance.de/>, the insurance company will have access to the participant's personal data for processing a possible refund. This start fee insurance is a service provided by Europ Assistance Services GmbH. The

processing and use of the insurance are exclusively handled by Europ Assistance Services GmbH.

(d) If booked, participants agree that their first name, last name, start number, language choice, and email address for the photo flat and video will be shared with and stored by Sportograf GmbH Co. KG, Dennewartstraße 25-27, 52068 Aachen, GERMANY, <https://www.sportograf.com/>.

(e) If booked, participants agree that their first name, last name, address, phone number, and email address for the shipment of start documents will be shared with and stored by DHL, Sträßchensweg 10, 53113 Bonn, GERMANY, <https://www.dhl.de/>.

(f) If subscribed, participants agree that their first name, last name, gender, and email address for the newsletter and emailings will be shared with and stored by Emperon Studio GmbH, Sachsenring 51a, 50677 Cologne, GERMANY, <https://www.emperon.studio/>, and CleverReach GmbH & Co. KG, Schafjückenweg 2, 26180 Rastede, GERMANY, <https://www.cleverreach.com/de/>.

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

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

(7) Participants have the right to object to the sharing of their personal data. They must notify the event organizer in writing. Note: Certain event-related data (first name, last name, birth year, nationality, club, start number, placement, and times) are of greater importance, so without their storage, processing, and publication, participation is not possible. These data will not be deleted.

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

§ 10 Exclusion of Liability

(1) The event organizer is not liable for any consequences arising from health risks to the participants. Reference is made to § 2 (2) of these terms and conditions.

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

(3) The event organizer assumes no liability for items stored free of charge, including and especially items handed over for safekeeping at the clothing bag drop-off (e.g., clothing, glasses, keys, smartphones, etc.).

§ 11 Limitation of Liability

(1) The participants' claims for damages or reimbursement of futile expenses against the event organizer are governed by the provisions of § 10 of these terms and conditions.

(2) For damages arising from injury to life, body, or health caused by willful or negligent breach of duty by the event organizer, a legal representative, or an agent of the event organizer, the event organizer is fully liable.

(3) For other liability claims, the event organizer is only fully liable in the absence of a guaranteed quality or for willful misconduct or gross negligence by its legal representatives or agents.

(4) For minor negligence, the event organizer is only liable if a duty is violated whose adherence is of particular importance to the achievement of the contractual purpose (cardinal duty). In the case of minor negligence in the violation of a cardinal duty, liability is

limited to five times the organizational fee and only for those damages that typically arise in the course of fulfilling the contract.

§ 12 Prize Payout

(1) The placement prizes for all competitions, if offered, will be calculated and paid out based on the official result list. This will be published on the website after the appeal period ends. After the official result list is published, all winners will receive prizes as advertised.

(2) The event organizer will inform the winners of the age groups and special classifications in writing according to the conditions of the competition after the event. Additional monetary or material prizes, which may be offered separately for individual competitions, will be sent to the winners after the event.

(3) Participants will lose any claim to a prize and must repay any prizes already received if they are disqualified according to § 8.

§ 13 Sustainability

The event organizer strives to make the event as sustainable and environmentally friendly as possible. As part of this, changes may occur in the organization or in the range of goods during the course of the event year. Participants will be informed about any changes in advance via email, the website, and social media. By registering, participants accept these potential changes. No additional costs will be incurred by the participants. There is no entitlement to a refund due to changes.

§ 14 Cancellation of the Event

If the event is canceled due to force majeure (pandemic, severe weather, terrorism warning, etc.) or other reasons for which the event organizer is not responsible, participants will receive a full refund of the specified entry fee and any booked additional services. The service fee specified at registration (see § 3, paragraph (6) in the amount of €25.00) will not be refunded.

§ 15 Applicable Law

(1) German law shall apply exclusively.

(2) The place of jurisdiction is Cologne.