

GTC
PERSKINDOL SWISS EPIC

Version: 01.11.2017

**GENERAL TERMS AND
CONDITIONS**

PERSKINDOL SWISS EPIC 2018

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1 Preamble

The present document is considered as GTC and determination of purchase contract.

2 Race organiser

SWISS EPIC AG is the organiser of the Perskindol Swiss Epic event.

3 Bodies

Race organiser SWISS EPIC AG

Race jury The race jury is selected by the race organiser and is a neutral body that makes final decisions on any complaints made by participants and officials.

Referees The race organiser can designate referees who may report infractions of the rules according to these regulations to the race jury.

4 Participation requirements

Race participants do not require a racing license. All Participants are required to be 18 years old or older on the start date of the event.

All participants must have health and accident insurance that provides cover in Switzerland as well as rescue and transport insurance. The insurance must cover the full costs of an emergency transport.

5 Invitations

The race organiser has the option of inviting additional riders, especially top international riders.

6 Registration

When your application for registration made in writing, by telephone or in person is unconditionally accepted, a contract comes into existence between you as the responsible person under the law and SWISS EPIC AG.

Following receipt of his/her registration, the participant receives confirmation that also acts as an invoice. Registration is legally valid only when the registration fee has been transferred.

7 Withdrawal

Participants who register for Perskindol Swiss Epic and an all-inclusive package are under obligation to make the payment.

The names of both team members will be entered as the original team when they confirm their starting position (when they pay for their all-inclusive package).

GTC

PERSKINDOL SWISS EPIC

Version: 01.11.2017

If a participant is excluded from the race by the organiser because of a violation of the regulations (for example due to a doping offense), no fees will be refunded.

7.1 Rider change

If one team member cannot participate due to sickness or injury, a substitute team member can register in that person's place. The rider dropping out of the race must do so by contacting the race office on info@swiss-epic.com including full details of new partner. The following fees apply:

- Until 31 May 2018: CHF 100.- per rider change
- Until 31 July 2018: CHF 150.- per rider change
- Between 1 August 2018 and registration: CHF 200.- per rider change

7.2 Team change

If both team member cannot participate due to sickness or injury, an unregistered team can take over the entry of this team. The team dropping out of the race must do so by contacting the race office on info@swiss-epic.com including full details of new team. The following fees apply:

- Until 31 May 2018: CHF 200.- per team
- Until 31 July 2018: CHF 300.- per team
- Between 1 August 2018 and registration: CHF 400.- per team

7.3 Withdrawal from the race

If you are unable to find a surrogate rider/team, withdrawal requests must be sent to the race office on info@swiss-epic.com during the following time frames in order to be eligible for a partial refund:

- Until 31 May 2018: 50% refund of the total price
- Until 31 July 2018: 25% refund of the total price
- From 1 August 2018: no refund

7.4 Refund Extra Package

A withdrawal request for an extra package must be sent to the race office on info@swiss-epic.com during the following time frames in order to be eligible for a partial refund:

- Up to 31 May 2018: 50% refund of the booked extra package
- Up to 31 July 2018: 25% refund of the booked extra package
- From 1 August 2018: no refund

7.5 Early Departure

If you should depart early for any reason whatsoever, the price for the booking cannot be refunded.

GTC

PERSKINDOL SWISS EPIC

Version: 01.11.2017

7.6 Payment by instalments

The partial refund (50% or 25%) only applies after the third payment has been done. If the athlete withdraws before the third payment is paid, the entry fee will not be refunded.

7.7 Transfer to the next year

A transfer to next year is not possible.

8 Abandoning the race

If the event is cancelled or any stage of the event is terminated or called off for safety reasons or due to force majeure or other reasons, this does not constitute cause for the refund of participation fees or claims for compensation. Nor may participants file claims for compensation against SWISS EPIC AG for accompanying persons' hotel expenses or for any cancellation fees if the event is called off at short notice.

Force majeure and other reasons may lead SWISS EPIC AG to cancel the additional packages. If the additional packages are cancelled, the price paid will be refunded to you in full. Further claims are excluded.

9 Duties

9.1 Duties of SWISS EPIC AG

The organiser undertakes to provide the offered services in accordance with the advertised specifications.

9.2 Duties of the participant

The participant undertakes to pay the agreed prices and to comply with the payment terms.

10 Payment terms

10.1 Prices

The prices are quoted (unless stated otherwise) in Swiss francs (CHF) incl. VAT.

10.2 Payment

Payment must be received by the booking office within 30 days after booking. If payment is not received on time, SWISS EPIC AG may cancel the booking without setting a deadline according Art. 108 of the Swiss Code of Obligations (OR).

11 Liability

11.1 Exclusion of liability

SWISS EPIC AG excludes any liability towards the participants. Perskindol Swiss Epic race courses contain technically challenging sections (single trails). Participants are responsible for ensuring they possess the mountain bike skills needed. Participants race under their own responsibility

GTC

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Version: 01.11.2017

and at their own risk. The organiser denies any and all liability for injury to persons and property. It also denies liability for lost valuables, clothing and equipment.

SWISS EPIC AG is not liable towards the participants in the following cases:

- Default or failure on the part of the participant
- Unforeseeable and unavoidable default or failure by a third party who is not involved in provision of the agreed contractual services
- Force majeure or an event that SWISS EPIC AG or a supplier of services could not have anticipated or averted despite the exercise of all due care

A liability of the organiser for indirect damages, which are not originated directly from the damage event, are completely excluded.

Participants are responsible for their own accident, rescue, health, property and liability insurance. Participants shall bear any costs that arise from them engaging the services of third parties (such as rescue services) or the race organiser engaging third parties on their behalf. The race organiser recommends that participants join REGA (www.rega.ch). Furthermore, a cancellation insurance is highly recommended.

By registering for Perskindol Swiss Epic, participants accept these regulations and release the race organiser and its helpers from all liability claims, to the extent that the law allows. Each rider must sign an exemption from liability statement at the time of registration, before the races begin.

11.2 Bike and baggage

Insurance for bike and baggage is a matter for the participant.

12 Data protection

By registering, participants agree to the organiser passing on their addresses to the official photo service, to associations and to third parties providing the related services. Participants agree to allow the race organiser and third parties to use photographs and video footage from the races for rankings and web pages and for other PR purposes. By taking part in the event, participants are giving their approval to this. SWISS EPIC AG holds the rights to all photographs and video footage.

13 Collection and administration of telephone numbers

The registration of telephone numbers shall occur in the personal user profile or in a special registration application on the registration tool of race result swiss. The registered telephone numbers shall be used for the delivery of welcome, information and congratulation SMS in connection with the event. Under no circumstances shall advertising SMS be sent. The sponsor of the SMS service may be mentioned in the SMS text. Following the event the telephone

GTC

PERSKINDOL SWISS EPIC

Version: 01.11.2017

number shall be archived for the purposes of legal accountability and in the context of completion of the contract between SWISS EPIC AG and the participant. However, they shall not under any circumstances be passed on to the client or third parties or otherwise used.

14 Identification of visitors

Occasionally information may be locally stored on computers with which users can be identified. Such information is described as "cookies". These text files stored on a user's hard disk do not contain any personal information, but facilitate their use of our Internet pages: thanks to the cookies, we can supply users with the personalised contents desired without them having to register anew on every visit. Users can configure their browser so that a warning appears before the storage of a cookie. Or users may in general reject cookies. However, in this case particular services cannot be used.

15 Security

The provision of personal information via the Internet always involves risks and no technical system is completely secure against manipulation or sabotage. SWISS EPIC AG shall attempt to a reasonable extent to take measures to hinder unauthorised access to a user's personal information and the unauthorised use or falsification of this information and to minimise the corresponding risks.

16 Amendments

In view of technical development on the Internet, SWISS EPIC AG is continually expanding its online products. At the same time SWISS EPIC AG check whether supplements to or amendments of the data protection declaration are necessary. SWISS EPIC AG may adjust these rules or the content of the page at any time – also without prior announcement – or amend or block access to the page. SWISS EPIC AG shall publish any modifications on this page.

17 Limitation of actions

Participants must lodge all claims against SWISS EPIC AG within one year of the end of the event, regardless of the legal basis.

18 Right of withdrawal

There is no right of withdrawal of the participant or another contractual partner for all services offered by SWISS EPIC AG.

19 Governing law and place of jurisdiction

In all cases, including in the case of orders from abroad, the legal relations between the customer and SWISS EPIC AG shall be subject to Swiss law in accordance with the provisions of the Swiss Code of Obligations (OR) and the Swiss Civil Code (ZGB). The place of performance

GTC

PERSKINDOL SWISS EPIC

Version: 01.11.2017

and venue shall be the place where SWISS EPIC AG has its principal place of business, which is currently in Zürich, Switzerland.

20 General

These regulations were brought into force by the race organiser, SWISS EPIC AG, on 01 November 2017. They are valid for races held as part of the Perskindol Swiss Epic 2018 event.

In case of inconsistencies across different language versions, the German version of these regulations will apply.

Any changes to these regulations must be approved by the supervisory board of SWISS EPIC AG and will be published on www.swiss-epic.com.