

## **General Terms and Conditions (GTC) for VDWS events**

### **1. Registration / Confirmation / Event Conditions**

1.1. The following event terms and conditions are integral part of all VDWS event invitations. By registration, participants acknowledge these terms and conditions and confirm their validity.

Conflicting or deviating terms and conditions shall not be recognized.

1.2. Registration for VDWS events requires text format (online registration form).

1.3. Upon receipt of the confirmation of receipt/confirmation of participation, the registration for a VDWS event is legally binding for the participant.

1.4. The purpose of VDWS events is to offer further training to water sports training professionals and to ensure uniform training standards. The participant therefore assures that he/she is not a consumer within the meaning of § 13 BGB (German Civil Code). There is no legal right of revocation if the contract is concluded under exclusive use of telecommunication means (distance selling contract).

1.5. VDWS reserves the right to cancel any event if the minimum number of 4 participants is not reached.

There are no claims for reimbursement due to loss, regardless of the legal reason.

1.6. Together with the written confirmation, the participant receives all course-relevant documents (information concerning the location of the event, invoice course fee, etc.).

### **2. Participation requirements**

2.1. The current version of the training and examination regulations applicable to the events can be downloaded on [www.vdws.de](http://www.vdws.de)

2.2. The participant confirms that he/she is at least 16 years of age when registering.

2.3. The participant confirms that he/she fulfils the personal/sporting requirements stipulated in the training and examination regulations and agrees to their application without reservation.

2.4. The instructions of the organizer or his/her performing agents shall be followed. Participants who, despite warning, fail to comply with the instructions of the organizer or his/her performing agents may be excluded from further participation in the event if safety, order of the event or of other participants are in danger due to disregard of instructions or if further participation is unacceptable for other reasons. In these cases, the participant shall not be entitled to reimbursement.

2.5 The participant must cooperate in resolving service disruptions within the bounds of the reasonable, in order to avoid possible damages or to keep them as low as possible.

### **3. Deadline for registration / Obligation to contract**

3.1. Registration deadline is 4 weeks before the start of the event. Later registrations can only be taken into account if there are still capacities available for participation in the respective event.

3.2. There is no right to the conclusion of a contract (obligation to contract). VDWS may refuse any offer to conclude a contract (registration for the event) without giving reasons.

### **4. Event fees and expenses**

4.1. The event fees and additional costs/expenses result from the respective event announcement.

4.2. Costs/expenses such as equipment, accommodation, etc. are to be paid separately by the participant to the corresponding service provider in accordance with the event announcement.

### **5. Due date of the event fees**

5.1. 50% of the event fees are due with the confirmation of participation. The outstanding payment without any deduction is due 2 weeks before the event.

5.2. In case of non-compliance with the payment deadline, the right to attend is forfeited. There is no entitlement to reimbursement of payments already made.

### **6. Withdrawal by the participant / withdrawal fee**

6.1. Any withdrawal from an event that has been booked and confirmed must be communicated to VDWS-Service GmbH, Am Achalaich 24, D-82362 Weilheim in text format

6.2. In case of cancellation for whatever legal reason, the participant shall pay cancellation fees, which are established as follows:

- If cancellation is made more than 3 weeks before the beginning of the event, 15% of the event fee will be charged as cancellation fee.

- In case of cancellation less than 3 weeks, but more than 2 weeks before the beginning of the event, 25% of the event fees are due as cancellation costs.

- If the cancellation is made 2 weeks or less before the beginning of the event, the full event fee is due.

6.3. The participant of any booked and confirmed event is not entitled to a rebooking for another event.

6.4. In case of cancellation of fully booked events, VDWS tries to find a substitute participant from a waiting list, if available. In this case, a fixed rate of EUR 100,00 will be charged for the administrative expenses resulting from the cancellation.

## **7. Cancellation by the organizer**

7.1. VDWS events can be cancelled, postponed or transferred to another venue without notice if

- the execution is not reasonable or too risky due to political reasons in a country (travel warning by the Federal Foreign Office)

- the minimum number of 4 participants cannot be reached.

7.2. VDWS may refuse participation if there is an important reason to do so. An important reason shall be deemed to exist if, taking into account all circumstances of the individual case and taking into account the mutual interests of both parties, participation until the end of the event cannot be expected. In this case, the participant shall not be entitled to any claims for compensation on whatever legal grounds.

## **8. Equipment and material**

8.1. Participants must bring the necessary equipment for the event (board, rigs, kites, neoprene, harness), alternatively, participants may use the equipment pool against reimbursement of expenses (see 4.2.).

8.2. All used equipment and material must comply with the legal safety requirements. In the absence of legal standards for equipment and material, they must be evaluated according to the maritime principles in accordance with the relevant traffic regulations.

## **9. Legal disclaimer and insurance**

9.1. Participation in VDWS events is at own risk.

9.2. Participation demands special requirements regarding the physical/athletic condition of the participants. By signing the registration form, the participant confirms that he/she is healthy and fit for sports and that he/she has the necessary physical capabilities for the respective event.

9.3. VDWS shall not be liable for accidents directly connected with an event, unless VDWS or its performing agents are responsible for such accidents. VDWS shall only be liable for the proper execution of an event and for the proper selection of the performing agents. Any further liability is excluded.

9.4. The participation in a water sports practice event requires proof of liability insurance covering the relevant sports (e. g. VDWS Safety Tool).

## **10. Changes in service/prices**

Changes and deviations of individual services from the agreed event service which become necessary after conclusion of a contract and which have not been brought about by VDWS against good faith are permitted, as far as they are not substantial and are reasonable for the participant. Price changes after the conclusion of the contract are not significant if they do not exceed 10% of the event fees.

## **11. Place of jurisdiction, applicable law**

11.1. Place of jurisdiction: place of business of VDWS Service GmbH

11.2. The law of the Federal Republic of Germany shall apply to all contractual relationships.

## **12. Privacy**

12.1. Personal data of participants will only be collected, stored and processed to the extent that this is necessary for the provision of services in accordance with the contract and permitted by legal regulations, or imposed by the legislator.

12.2. Personal data will always be treated confidentially and in accordance with the provisions of the applicable data protection law and will not be passed on to third parties, unless this is necessary for the fulfilment of contractual obligations and/or there is a legal obligation to pass these data on to third parties.

12.3. In the event that data protection declarations of consent are obtained within the scope of event registration, it is pointed out that this can be revoked at any time with effect for the future by text format.

12.4 Passing on of address data

The address data of the participants will be passed on to the respective VDWS trainer team member for the organisation of the instructor course. The purpose is to simplify arrangements between trainers and participants, which are necessary for the preparation of the course.

Participants who do not agree with the communication of data to other participants, e. g. for the purpose of car pooling, should contact the VDWS office directly.

### **13. Conditions for the participation of minors in VDWS training and educational events**

The VDWS training and educational events are a form of event that includes both theory and practical sessions, with a daily schedule running from 9:00 AM to 6:00 PM. The VDWS does not act as a travel organizer, which means that the accommodation, meals, and leisure activities are the responsibility of the individual participants. In the case of minor participants, the responsibility for booking accommodation and arranging the aforementioned meals and leisure activities lies with the legal guardians.

#### **13.1. Supervision during the event (9 AM - 6 PM)**

During the official event hours from 9:00 AM to 6:00 PM, the responsibility for supervision lies with the VDWS as the organizer or the instructors. This duty of supervision covers all activities taking place as part of the event, including breaks and in-between times.

#### **13.2. Supervision outside of event hours (6 PM - 9 AM)**

For activities outside the official event hours, the VDWS as the organizer and the instructors assume no responsibility. Outside of the official event hours, that is, from 6:00 PM to 9:00 AM, the responsibility for supervision lies with the parents/legal guardians.

### **14. Escape clause**

Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. The parties commit to agree on a valid provision which comes closest to the intent and purpose of the invalid provision.