

The Varsity Europe Sports Support gGmbH has made it its business to promote the sport of Cheerleading and to organize Cheerleading Championships especially in Europe. With this document we would like to make special arrangements with each participating person to be able to practice our sport especially in difficult times of a COVID-19 pandemic. These regulations are valid for the season in 2022. The binding registration of a team for the championship is done by the respective organization (club) and not by the participating person individually. By signing this form, the participating person agrees to be registered for a Varsity Brands Europe GmbH championship through his or her organization.

Details of the participating person:

Organization:

Last name:

First name:

Date of Birth:

Gender:

Address:

Legal representative for minor participants:

1. The attached „General Terms and Conditions for Events“ (Annex 1) are the subject of this Agreement.

2. We process your personal data in accordance with the requirements of the DS-GVO and the BDSG. The data is processed exclusively for the intended purpose. The information about the manner of collection and storage of your personal data in accordance with Art. 13, 14 DS-GVO as well as your rights in data protection is provided by the attached privacy policy (Annex 2).

3. In the course of our championships, videos of the performance of all participants will be made, primarily in order to be able to evaluate the performance of the participating teams by the jury. These recordings are indispensable for the realization of the event.

We edit the videos used to evaluate the participating teams and publish them on the Internet as part of a video stream and on our social media channels (e.g. Facebook, Instagram). Since championships are usually open to the public and in the 2021 season the presence of spectators is expected to be prohibited due to the pandemic, this way is intended to satisfy the reporting. The legal basis for this data processing is our legitimate interest in the context of a balancing of interests. No fee is owed for the data processing.

4. At sporting events, many people gather in a confined space, which can make it particularly easy for infectious diseases to spread. Therefore, special infection control and hygiene measures apply at our events. Coaches and parents should work towards ensuring that the participants implement the measures in the best interests of all.

If symptoms of illness are present in participating or accompanying individuals that could be related to COVID-19 disease (e.g., fever, dry cough, loss of sense of smell/taste, sore throat/scratching, muscle and limb pain), the individuals may not participate in the event. Freedom from symptoms must exist for at least 48 hours prior to the event.

5. Participation in events is at the participant's own risk. No liability is assumed for health risks of the participant in connection with the active participation in an event. Participants are obliged to have their health suitability for participation checked by a doctor before taking part in an event. If there is no suitability for participation, the person cannot participate in the event.

Place and date:

Place and date:

Signature of participating person

Signature of legal representative(s), if applicable

§ 1 General

1. Varsity Europe Sports Support gGmbH is the organizer of European Cheerleading Championships.
2. The present terms and conditions (GTC) apply to the contracts concluded between you and us, the company Varsity Europe Sports Support gGmbH (hereinafter referred to as „Varsity“), Kösliner Weg 19, 22850 Norderstedt, HRB 18434 KI, VAT ID number: DE311659414 represented by Dr. Jan Becker.

§ 2 Registration

1. Participants who are not of age need the consent of their legal representatives to participate.
2. The participation is a highly personal right and is not transferable.
3. If a team or a participating person does not appear in time for the event, it forfeits its right to participate.

§ 3 Eligibility

1. The binding registration of a team of an organization to an event is made by a person authorized by the organization. In principle, registrations will be considered in the order in which they are received until the maximum number of participants is reached. The contract is concluded by the confirmation of participation by Varsity.
2. Varsity reserves the right to disqualify a participant at any time and / or exclude him from the event, if he has either culpably provided false information about personal data that is relevant for the evaluation of his athletic performance, or facts have become known that give rise to the suspicion that the participant is physically or healthwise not able to participate in the event.

§ 4 Organizational Measures

Varsity will announce organizational measures to the participants before the start of the event. The instructions of the organizer and his appropriately identified personnel must be followed. In the event of violations that could disrupt the proper course of the event or endanger the safety of other participants, Varsity is entitled to exclude the person concerned from the event and/or disqualify him/her at any time. Legally binding declarations can only be made to the participants by the group of persons authorized by Varsity for this purpose. This group of persons also includes the members of the medical services supervising the event, who can also prohibit the participant from participating or continuing to participate in the event in the event of corresponding health indications for the protection of the participant.

§ 5 Terms of payment

1. The stated prices only include the services described in more detail in the text of the invitation to tender.
2. The participation fee is due within 14 days after receipt of the invoice and is to be transferred to the specified bank account, quoting the invoice number.
3. Payment of the participation fee is a prerequisite for binding participation in the event. If the participation fee has not been paid by the start of the event, the participant may be excluded from the event.

§ 6 Cancellations / Withdrawal

1. Cancellations for booked events should be sent in text form to the contact details of Varsity.
2. If the participation is cancelled up to four weeks before the start of the event, 60 % of the participation fee is due. After this time and up to two weeks before the event, 80% will be charged. If a participant does not appear on the day of the event - without having cancelled - there is no right to a refund of the participation fee. The participant is free to prove to Varsity that a lesser damage has occurred.

§ 7 Photo / film documentation

1. In the course of the championships videos of the performance of all participating persons will be made in order to be able to evaluate the performance of the participating teams by the jury. These recordings are indispensable for the realization of the event.
2. In addition, the photo and film recordings will also be published on the Internet as part of a video stream and on our social media channels (e.g. Facebook, Instagram). The legal basis is our overriding interest in the context of a balancing of interests according to Art. 6 (1) lit. f DS- GVO. You have the right to object to the processing of your personal data at any time. Please address the objection informally to us. A fee payment of the depicted is not owed in this case.
3. Private photography and filming during the event is prohibited. In case of violation, the respective person may be excluded from the event without any claim for reimbursement of the participation fees.

§ 8 Data protection

We process your personal data in accordance with the requirements of the DS-GVO and the BDSG. The data is processed exclusively for the intended purpose. The information about the manner of collection and storage of your personal data in accordance with Art. 13, 14 DS-GVO and your rights in data protection are provided by a separate document.

§ 9 Exclusion of liability / limitation / health suitability

1. Participation in events is at your own risk.
2. If Varsity is entitled in cases not to be represented for reasons like e.g. higher force or due to official order or for safety reasons obligated to make changes in the execution of the Event, no requirement on refund of the participation fee exists. Force majeure is considered to be: Pandemic (e.g. Covid-19), severe weather, war, riot, strike. In case of cancellation of the event, Varsity will communicate an alternative date at short notice. In this case, a refund of the participation fee is not possible. Only in exceptional cases there is a claim for reimbursement of the participation fee. Varsity is not liable for any further damages to the participant. In the event of cancellation of the event, participants will be informed immediately using the contact details provided in the registration form. Of course, Varsity reserves the right to refund participation fees as a gesture of goodwill even in the case of cancellation of an event through no fault of Varsity.
3. Varsity is not liable for negligently caused damage to property and financial losses (this also applies to spotting); excluded from this limitation of liability are damages that are based on the culpable violation of a main contractual obligation of Varsity and personal injuries (e.g. damages to life, body or health of a person). The above limitations of liability also extend to the personal liability for damages of the employees, representatives, vicarious agents and third parties of which Varsity makes use in connection with the implementation of the event or with which it is contractually associated for this purpose. The limitations of liability refer to direct damages as well as consequential damages.
4. Varsity assumes no liability for health risks of the participant in connection with an active participation in the events. Participants are obliged to have their state of health checked by a doctor before registration - but at the latest before the event. If there is a deterioration in health between registration and the event, Varsity must be informed immediately.
5. For participants with a known chronic illness who require special care, also of a medical nature, during the event, no special care will be offered by the organizer. The costs for medical services in connection with the event are borne by the participants themselves. The organizer does not provide insurance coverage for medical treatments. It is the responsibility of the participant to maintain adequate insurance coverage for medical treatment. Notwithstanding the foregoing instances of Varsity's liability for damages, any liability for medical treatment costs (including related costs such as transportation and care) is excluded unless Varsity is at fault.

§ 10 Code of Conduct

1. All participants of an event are subject to a code of conduct, the core values of which are fairness and respect.
2. If a participant intentionally violates the code of conduct, he/she will be liable to Varsity and to the organization to which he/she belongs.
3. The organizer is not responsible for lost objects of the participants.
4. Varsity is only liable for intent and gross negligence. Furthermore, Varsity is only liable for the negligent breach of obligations, the fulfillment of which is essential for the proper execution of the contract, the breach of which endangers the achievement of the purpose of the contract and on the compliance of which the participant may regularly rely. In the latter case, however, Varsity is liable only for the foreseeable, contract-typical damage. Varsity is not liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences. The above exclusions of liability do not apply in case of injury to life, body and health. The liability according to the product liability law remains unaffected.
5. The house rules of the event hall apply.
6. The participant badges for championship are not transferable, must be carried at all times and will not be replaced in case of loss.
7. During the whole event there is an absolute prohibition of alcohol. Violation may lead to exclusion from the event. A claim for reimbursement of the participation fees is excluded.
8. The participant has to be on time and warmed up for the respective program points and has to follow the instructions of the organizers and their assistants. Otherwise, the current rules and regulations of the championship apply.
9. All documents and information of the championship are exclusively and only intended for the participant of this agreement. By passing them on to third parties, the participant makes himself liable for damages.
10. Organizational measures will be announced to the participants before the beginning of the event. The instructions of the organizer and his appropriately identified personnel are to be followed. In the event of violations that may disrupt the proper course of the event or endanger the safety of other participants, the organizer is entitled to exclude the person concerned from the event and/or disqualify him/her at any time. Legally binding declarations can only be made to the participants by the organizer's authorized group of persons. This group of persons also includes the members of the medical services supervising the event, who may also prohibit the participant's participation or continuation of participation in the event in the event of corresponding health indications for the protection of the participant.

§ 11 Ineffectiveness of individual provisions

1. The terms and conditions written here are complete and final. Changes and additions to these terms and conditions should be made in writing in order to avoid ambiguities or disputes between the parties about the agreed content of the contract.
2. Should any of the above provisions be or become invalid, the remaining provisions shall remain equally valid. The validity of the contract as such remains unaffected.

Dear Participant,

With this letter we would like to inform you about the way your personal data is collected and stored according to Art. 13, 14 of the EU General Data Protection Regulation (GDPR) and your rights.

1. Who is responsible for data processing and whom can I contact?

Varsity Europe Sports Support gGmbH
represented by the Managing Director Dr. Jan Becker,
Kösliner Weg 19
22850 Norderstedt
Phone: +49 (0)40 60 59 093 – 50
Fax: +49 (0)40 60 59 093 – 51

2. What data do we process and where do they come from?

We only process personal data that you have provided to us. Personal data means any information relating to an identified or identifiable natural person (e.g. name, address). Relevant data are your personal details (e.g. name, address) or those of your child. This includes, among other things, the name, address and date of birth.

3. What is the purpose of the data processing and on what legal basis is it carried out?

We process personal data in accordance with the legal requirements from the European DS-GVO and the national Federal Data Protection Act (BDSG) as well as all other relevant laws:

a) Fulfillment of contractual obligations and pre-contractual measures (Art. 6 para. 1 lit. b DS-GVO).

The processing of personal data is carried out for the implementation of the championship.

b) Consent (Art. 6 para. 1 lit. a DS-GVO).

In cases where you have given us consent to process personal data for specific purposes, the lawfulness of this processing is based on your consent pursuant to Art. 6 (1) lit. a DS-GVO. Consent given can be revoked at any time. A revocation is only valid for the future. Data processing that took place before the revocation is not covered by this.

c) Weighing of interests (Art. 6 para. 1 lit. f DS-GVO).

Where necessary, we process your data beyond the actual performance of the contract to protect legitimate interests of us or third parties, this includes, for example, ensuring IT security and IT operations.

During public events, photos and videos are taken as part of the reporting process, these are published as part of a video stream and, if applicable, on our social-media channels (e.g. Facebook, Instagram). The legal basis for this is our overriding interest in the context of a balancing of interests pursuant to Art. 6 (1) lit. f DS-GVO.

4. Who will my data be passed on to?

In our company, only those persons who need your data to fulfill contractual and legal obligations are granted access to it. The external service providers, vicarious agents and processors commissioned by us in accordance with Art. 28 DS-GVO may also receive data for the aforementioned

purposes if they have been obligated to comply with the data protection requirements. Your personal data will also be passed on if legal provisions allow this, you have consented or we are authorized to provide information. Under these conditions, recipients of personal data may also be public bodies, provided there is a legal or official obligation.

5. When will my data be deleted?

We process and store your personal data as long as it is required for the fulfillment of the contract and the fulfillment of legal obligations, and, in the case of consent, until it is revoked or the purpose is no longer fulfilled.

We are also subject to various storage and documentation obligations, which result, among other things, from the German Fiscal Code (AO). The retention and documentation periods specified there are up to 10 years. In addition, the storage period is also assessed according to the statutory limitation periods, which, for example, according to §§ 195 et seq. of the German Civil Code (BGB), are generally three years, but in certain cases can be up to thirty years.

6. Is data transferred to a third country or to an international organization?

As a matter of principle, no transfer of personal data to service providers based in countries outside the European Economic Area or to an international organization takes place.

7. What rights do I have under the GDPR?

The GDPR grants you a number of rights. You have the right to information according to Art. 15 DS-GVO in conjunction with. § 34 BDSG, the right to rectification according to Art. 16 DS-GVO, the right to delete from Art. 17 DS-GVO in conjunction with. § Section 35 BDSG, the right to restriction of processing pursuant to Article 18 DS-GVO, the right to data portability from Article 20 DS-GVO, the right to object pursuant to Article 21 DS-GVO and the right to complain to a competent data protection supervisory authority pursuant to Article 77 DS-GVO in conjunction with Section 19 BDSG.

8. Is there an obligation for me to provide data?

In the context of participation in a championship, you only have to provide the personal data that is required for the implementation of the event or that we are legally obligated to collect. Without this data, you will not be able to participate in our event.

9. To what extent is there automated decision-making in individual cases? To what extent is my data used for profiling?

We do not use fully automated decision-making pursuant to Art. 22 DS-GVO, nor does our data processing aim to automatically evaluate certain personal aspects.

Information about your right to object according to Art. 21 of the General Data Protection Regulation (GDPR)

1. Individual right of objection

- You have the right to object at any time, on grounds relating to your particular situation, to the processing of personal data relating to you which is carried out on the basis of Article 6(1)(e) DS-GVO (data processing in the public interest) and Article 6(1)(f) DS-GVO (data processing on the basis of a balance of interests); this also applies to profiling based on this provision within the meaning of Article 4 No. 4 DS-GVO.

- If you object, we will no longer process your personal data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing serves the purpose of asserting, exercising or defending legal claims.

2. Right to object to processing of data for direct marketing purposes.

- We do not process your personal data for direct advertising purposes.

The objection is effective for the future. The objection can be made form-free and should preferably be addressed to:

Varsity Europe Sports Support gGmbH
represented by the managing director Dr. Jan Becker
Kösliner Weg 19
22850 Norderstedt

Phone: +49 (0)40 180 242110
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