

General Terms and Conditions of Participation for the use of the Active Stations and Participation in the FAN ZONE - Challenge presented by Sparkassen-Finanzgruppe

The following terms and conditions govern the use of the activity stations and participation in the FAN ZONE - Challenge presented by Sparkassen-Finanzgruppe as part of the FAN ZONE of the German House during the Olympic Games 2024 in Paris from the 26th July 2024 to 11th August 2024 ("Olympic Games Paris 2024") between the participant and Deutsche Sport Marketing GmbH, Otto-Fleck-Schneise 12, 60528 Frankfurt/Main ("DSM") as the organiser.

The FAN ZONE Active Stations - in addition to the sporting competitions of the Paris 2024 Olympic Games - are intended to offer visitors to the FAN ZONE of the German House the opportunity to be active and to earn prizes via the FAN ZONE Challenge by performing or mastering various physical or sporting feats. The exact sporting feats to be achieved are determined by DSM - together with the Deutsche Sparkassen und Giroverband ("DSGV"). As a result, 5 active stations must be successfully completed in order to have successfully participated in the FAN ZONE - Challenge. When designing the activity stations, DSM and DSGV will ensure that the sports programme is suitable for all age groups, regardless of age. The respective activity to be carried out is adequately explained to the participant by sufficiently trained personnel before the start of the exercise and, if necessary, demonstrated.

By using the activity stations independently and voluntarily registering for the FAN ZONE - Challenge, the participant confirms that he/she has read and accepted these conditions of participation.

1. Who may use the FAN ZONE activity stations and take part in the FAN ZONE - Challenge presented by Sparkassen-Finanzgruppe?

The FAN ZONE active stations may be used by all visitors who have a valid ticket in accordance with the General Ticket Terms and Conditions for Tickets to the German House, the German House Paralympics and the German House Fan Zone ("ATGB"), available at General Terms and Conditions – Tickets German House (<https://www.dsm-olympia.de/agb>).

Participants in the FAN ZONE - Challenge may be any person who has authorised access to the Deutsche Haus FAN ZONE and is at least 6 years old. Participation under the age of 6 is excluded. If the participant is between the ages of 6 and 18, the effective consent of a person with parental authority is required for participation.

Any person aged 6 or over who has authorised access to the Deutsche Haus FAN ZONE may take part in the prize draw as part of the FAN ZONE Challenge. Each participant may take part in the activity stations as often as they wish, but only once in the FAN ZONE Challenge.

Participation is only possible in person by the participants themselves. Employees of DSM, companies affiliated with DSM (in particular the German Olympic Sports Confederation (DOSB) and DOSB New Media GmbH), employees of cooperation partners of DSM and athletes of Team D or Team D Paralympics who are/were involved in the organisation of the competition are excluded from participation. Violations of this rule will result in the participant being completely excluded from the competition.

2. How can I take part?

Participation in the active stations is open to all FAN ZONE visitors without restriction. Participation in the prize draw as part of the FAN ZONE - Challenge is free of charge and takes place by voluntarily and independently filling out a stamp card at a designated information stand within the FAN ZONE and independently handing in the completed stamp card after successfully completing all the specified activity stations. By registering, the participant agrees that DSM may process the data provided by him/her in accordance with the statutory provisions. In this respect, reference is made to the data protection information under Section 8. Cancellation of registration by the participant is possible at any time. There is no right or entitlement to participate in the competition, but only by submitting the completed stamp card at the information stand.

3. How will the winner of the FAN ZONE - Challenge presented by Sparkassen-Finanzgruppe be determined and how will they be contacted?

The prize draw will take place every day between 17:00 and 20:00 during the Paris 2024 Olympic Games ("competition period"). The winner will be selected from all participants who fulfil the conditions set out in sections 1 and 2 by means of a public random draw at the end of each day within the competition period. One winner will be determined per day ("daily prize").

The winner will be announced over the loudspeakers in the FAN ZONE during the public draw ("prize draw"). The daily prize must be collected by the winners on the stage immediately after the draw. If the respective winner does not contact DSM immediately after the end of the FAN ZONE Challenge or the draw, the claim to the daily prize shall lapse. In this case, DSM is free to select a substitute winner for the daily prize in accordance with the same procedure. DSM's decisions on the winner by lot are final. Enquiries in this regard cannot be answered. There is no obligation to accept the prize. The prize will not be paid out in cash and is non-transferable.

4. What can I win and how do I receive the prize?

Two main prizes will be raffled off in the FAN ZONE Challenge ("raffle"). These are divided into the main prize for those over and under the age of 18 (born in 2008). The main prize for winners over the age of 18 is two tickets for the Deutsche Haus, which can be collected from the information stand within the FAN ZONE after the draw and can be redeemed for the current day or the day immediately following.

The main prize for under-18s is a merchandise item from the Team D Shop worth up to €50, which will be announced individually by DSM on a daily basis.

The main prizes will only be awarded in presence and, if necessary, by checking the participant data. If no one is present during the draw, the draw will be deemed invalid and repeated until the winner is able to accept the prize in person. The prize will be handed over to the winner by DSM and/or a named partner of DSM.

All costs and expenses (including taxes) associated with claiming the prize are the responsibility of the winner.

5. Modification, interruption and termination of the prize draw

DSM reserves the right to change the current prize draw and its implementation modalities at any time without prior notice. The participants affected by such changes will be informed of this in an appropriate manner. A participant's claim to a prize that has already effectively and irrevocably arisen shall not be affected by DSM in any way. Furthermore, DSM reserves the right to interrupt or completely terminate the prize draw at any time without prior notice. The participant is not entitled to any claims (e.g. compensation for damages) in the event of cancellation or changes to the active stations or changes to the prizes within the framework of the FAN ZONE - Challenge by DSM.

6. Participant obligations, state of health and medical (initial) treatment

The participant must follow the instructions and guidelines of the DSM, its volunteers and support staff, especially when exercising at the active stations. In the event of non-compliance, the DSM is authorised to exclude the participant.

The participant confirms that his/her state of health meets the requirements of sporting activity and hereby declares that he/she is physically able to engage in physical/sporting activity and that there are no health concerns.

During the exercise of the activity stations, the participant agrees that in the event of physical impairment, injury and/or accident, medical (initial) treatment may be provided by DSM at the participant's expense.

The participant must ensure that he/she has adequate insurance cover and indemnifies DSM against any claims for the costs of the above-mentioned measures.

7. Limitation of liability and liability

Participation in the activity stations and in the FAN ZONE - Challenge is at the participant's own risk. DSM is therefore not liable for any damage to life, body or health of the participant that occurs during the sporting activities.

Subject to the above paragraph, DSM shall only be liable for any damage if DSM has culpably, i.e. at least grossly negligently or intentionally, breached a material obligation, the fulfilment of which is essential for the proper execution of the activity stations and/or the FAN ZONE - Challenge (cardinal obligation). DSM's liability shall in any case be limited to the foreseeable damage typical for the contract if DSM and its legal representatives or vicarious agents have culpably, but not on purpose or grossly negligently, breached a material cardinal obligation. Otherwise, claims by participants or third parties are excluded.

In particular, DSM accepts no responsibility for entries that are not received by DSM.

8. Data protection information

If personal data is collected from participants as part of the prize draw, it will be collected, processed and used by DSM exclusively for the purpose of organising the prize draw (including notification of participants and the prize) and deleted again after the end of the prize draw, unless a longer storage period is required for contractual or legal reasons.

Beyond this, the personal data will not be processed or used, and in particular will not be passed on to third parties without authorisation - the data may only be passed on to named DSM partners for the purposes of the competition. The legal basis for data processing is Art. 6 para. 1 sentence 1 lit. b) and f) and - in the case of consent - a) GDPR.

For further information on data protection, in particular the participant's rights as a data subject, please refer to DSM's data protection provisions at <https://www.teamdeutschland.de/datenschutzerklaerung>.

9. Law and legal process

The legal relationships between the participants and DSM as well as these Terms and Conditions of Participation are subject exclusively to German law. To the extent permitted by law, recourse to the courts is excluded.

DSM is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

10. Severability clause

Should individual provisions of these conditions of participation be or become invalid, the validity of the remaining provisions shall remain unaffected. They shall be replaced by an appropriate provision that comes closest to the purpose of the invalid provision.