General Terms and Conditions (Terms of Participation) for the Generali Cologne Marathon 2027

§ 1 Organiser, Contracting Party and Scope

(1) The Generali Cologne Marathon 2027 consists of the Marathon, Half Marathon, Relay Marathon, School Relay and Kids Run. The course and event information published for the respective competition applies.

(2) The organiser is the Kölner Verein für AusdauerSport e. V. Kölner AusdauerSport GmbH, Girlitzweg 30 | Tor 5A, 50829 Cologne, is commissioned to organise the event and is the sole contractual partner of the participants with regard to registration and organisational services (hereinafter 'GmbH').

(3) These terms and conditions, the competition-specific notice/regulations available at the time of booking, and the applicable sporting regulations of the German Athletics Association (DLV), including relevant competition rules, shall prevail. Mandatory law remains unaffected. Substantial subsequent amendments require a legally sound basis.

§ 2 Participation, Age, Start Pass and Health

(1) Persons who meet the advertised requirements are eligible to participate. The minimum age in the calendar year of the race is 4 years for the kids run, 10 years for the school relay, 14 years for the relay marathon, 16 years for the half marathon and 18 years for the marathon. Mandatory requirements of the relevant sports association take precedence.

(2) Participants are responsible for assessing their own fitness to participate and, where necessary, seeking medical advice. The GmbH's statutory duties of care and duty to ensure safety remain unaffected. Health data is not collected as a matter of course during the standard registration process.

§ 3 Registration, Conclusion of Contract and Quotas

(1) Registration shall generally take place via the online system offered by the GmbH. The contract is concluded upon acceptance of the registration by the GmbH, usually by means of an explicit confirmation of participation and upon receipt of full payment of the organisation fee into the GmbH's account; a mere acknowledgement of receipt does not constitute acceptance.

(2) Before submitting a chargeable order, the competition, price components, additional services and total amount are displayed. Input errors can be corrected before submission.

(3) Registration is only possible until the registration deadline displayed in the online registration process and subject to the availability of starting places. For corporate registrations and the redemption of codes, the special conditions displayed prior to booking apply.

(4) For registrations by minors, a declaration from a person authorised to act on their behalf is required.

§ 4 Fees, Payment, Codes and Service Charge

(1) The fee comprises the entry fee shown at the time of booking and selected additional services.

(2) The prices quoted for registration for the Generali Cologne Marathon and the additional services include applicable VAT.

(3) Discount codes issued by the organiser may be redeemed when registering for the 2027 Generali Cologne Marathon. These codes may only be redeemed as part of the online registration process up to and including 31 July 2027, provided that the participant limit for the respective competition has not yet been reached. The organiser may set different redemption deadlines for individual codes. Separate regulations, as set out in the event notice, apply to codes issued in connection with corporate registrations.

(4) Discount codes are valid exclusively for the year in which the event takes place for which they were issued. They cannot be carried over to other years in which the event is held. Codes not redeemed within their respective validity period will expire.

(5) Discount codes may only be used in accordance with the conditions specified at the time of issue. Cash redemption or subsequent offsetting against

registrations that have already been finalised is not permitted, unless the organiser has expressly agreed otherwise.

(6) The entry fee includes a service charge of €30.00. This charge covers, in particular, registration and organisational costs incurred in advance. Whether and to what extent a claim for a refund exists in the event of non-participation, cancellation or other termination of the contract is governed by legal provisions and the following regulations.

(7) Available payment methods, due dates and payment service providers are displayed during the ordering process. In the event of justified chargebacks, additional costs incurred by the payer and for which evidence is provided may be claimed. In the event of non-payment after a reasonable grace period has been set, the GmbH may withdraw from the contract in accordance with legal regulations.

§ 5 Distance changes and other changes

(1) An upgrade from the half marathon to the marathon is possible until 31. August 2027, provided that starting places are available. The administration fee is €25.00; in addition, the difference in entry fee must be paid. The total amount will be displayed before the upgrade is confirmed.

(2) A change does not entitle the participant to a refund of services already provided or which can no longer be reversed. Any price differences and costs will be clearly shown before confirmation.

§ 6 Non-participation, Insurance and Starting Slot Exchange

(1) In the event of voluntary non-participation, the statutory provisions and the cancellation and rebooking rules agreed transparently prior to the conclusion of the contract shall apply. A general statutory 14-day right of withdrawal may be excluded for time-bound leisure events in accordance with Section 312g(2)(9) of the German Civil Code (BGB); the specific classification must be checked.

(2) Where offered during the registration process, entry fee insurance may be taken out separately. The contracting parties, insured risks, exclusions, premiums and the procedure for reporting claims are set out in the insurance documents displayed immediately prior to conclusion of the contract. The insurance is not a service provided by the GmbH.

(3) A transfer of the starting place is permitted exclusively via the official starting slot exchange up to the deadline stated there. A race number may only be transferred once. A re-registration fee of €25.00 applies for the transfer. The purchase price and the arrangements for reimbursement to the person transferring the start place are bindingly displayed during the exchange process prior to completion. Free starts and personally granted discounts are not transferable. Additional benefits are only transferred to the extent that this is expressly stated during the exchange process.

(4) A claim to transfer or reimbursement exists only within the framework of the published and legally binding terms and conditions.

§ 7 Race pack and Additional Services

(1) Race packs will be distributed in accordance with the published information at the Running.EXPO or at the race pack collection point. The required documenation may include confirmation of entry and photo ID.

(2) For any additional services booked (e.g. merchandise, photo package, training, medal engraving), the terms and conditions of service and refund policy provided prior to ordering shall apply. Any differing rules for services that have already been personalised or provided shall be clearly stated.

(3) For contracts concluded separately with third parties, their contractual terms and conditions shall also apply, provided that this was indicated prior to the conclusion of the contract.

§ 8 Safety and Conduct of the Event

(1) Participants must observe the applicable DLV rules, safety instructions and the German Road Traffic Regulations, where relevant. Instructions from the race organisers, course marshals and medical staff must be followed.

(2) The event takes place on running routes in public spaces. Prior to the start of the event, the GmbH will inspect the individual sections of the course and remove any visible obstacles and sources of danger. As these are not designated sports venues, participants should nevertheless expect the uneven surfaces and

particular features (e.g. roadworks) typical of a large city. The GmbH will implement the safety measures required by law; however, it is not possible to completely eliminate the risks inherent in the sport.

(3) Any necessary adjustments for safety reasons or due to instructions from the authorities or the organising body will be communicated as early as possible. Legal rights in the event of significant changes remain unaffected.

§ 9 Exclusion, Disqualification and Appeals

(1) Exclusion and disqualification shall be governed by the applicable DLV regulations and by proportionate safety instructions issued by the competition judges and course marshals. Reasons may include, in particular, tampering with the timing system, exceeding the specified time limit, unauthorised assistance, unauthorised advertising, endangering others and breaches of sporting rules.

(2) Appeals shall be subject to the responsible arbitration tribunal, the time limits and the fees set out in the DLV Sports Regulations in effect on the day of the event and the competition-specific provisions published in this context.

(3) There shall be no entitlement to a refund or compensation in the event of disqualification.

§ 10 Timing, Transponders and Results

(1) Timing shall be carried out exclusively (apart from at the kids race) using a race result transponder integrated on the back oft he bib number. The number must be worn before the start and be visible throughout the entire competition.

(2) Provisional and final results will be compiled in accordance with sporting regulations and published on the Generali Cologne Marathon website. The scope and legal basis for the publication of personal results are set out in the separate data protection notice.

§ 11 Data Protection and Photographs and Video Recordings

(1) The GmbH processes personal data for the purposes of registration, organisation and administration of the event, as well as for other purposes described in the separate data protection notice.

(2) The data protection notice is directly accessible via the online registration process. It does not constitute a declaration of consent and is not superseded by blanket acceptance of these terms and conditions of participation.

(3) The Kölner Verein für AusdauerSport e. V. does not, as a matter of principle, have access to the GmbH's internal personal data relating to participants. Shareholder status does not confer any right of access to data. Disclosures required by law remain unaffected.

(4) The Generali Cologne Marathon is a public sporting event at which photographs, film and audio recordings may be made. By registering and taking part, participants agree that they may be photographed, filmed or otherwise recorded in an audiovisual format during the event.

The organiser shall publish photographs, films and audio recordings in compliance with the applicable data protection regulations.

§ 12 Liability

(1) The GmbH shall have unlimited liability in cases of wilful misconduct and gross negligence, as well as in the event of culpable injury to life, limb or health. Liability under mandatory statutory provisions remains unaffected.

(2) In the event of a breach of essential contractual obligations due to slight negligence, the GmbH shall be liable for foreseeable damage typical for this type of contract. Otherwise, liability for damage to property and financial loss caused by slight negligence is excluded to the extent permitted by law.

(3) The above provisions also apply to legal representatives and vicarious agents. The safekeeping of items gives rise only to the expressly agreed obligations; mandatory liability claims are not excluded.

§ 13 Special Classifications and Prizes

(1) Age-group and special classifications shall be determined in accordance with the competition notice and the final results. Any cash or non-cash prizes advertised shall be sent to the athletes after the event. There will be no ceremony to honour the age group winners on the day of the competition.

(2) Placement prizes are offered exclusively to professional athletes competing in the marathon and half marathon and are determined in accordance with the competition notice and the final results. If doping tests are carried out, the prizes will only be paid out once the results relevant to the classification are available.

(3) Sondervereinbarungen mit Eliteathleten bleiben unberührt. Bei nachträglicher Disqualifikation können Prämien nach Maßgabe der anwendbaren Regeln zurückgefordert werden.

§ 14 Changes, Cancellation and Postponement

(1) In the event of cancellation or a material change to the event, claims for reimbursement and other claims shall be determined in accordance with legal provisions and validly agreed terms. The reason for the cancellation, the status of services already provided and any counter-claims must be taken into account.

(2) In the event of a complete cancellation, payments already made shall be refunded in accordance with legal provisions. There is no agreement for the service fee to be automatically retained solely on the grounds of force majeure. Any statutory claims for compensation for services already provided and separately remunerated remain unaffected.

(3) Changes made for reasons of sustainability are only permissible insofar as they are reasonable and do not unreasonably impair the essential services contractually agreed upon.

§ 15 Final Provisions

(1) German law shall apply, subject to mandatory consumer protection provisions.

(2) Should any provision be invalid, the legal provisions shall apply in its place. The validity of the remaining provisions shall remain unaffected.