1 Area of Validity of the Terms of Participation

The TU Berlin University Sports Center, hereinafter ZEH, offers sports courses in its own right and facilitates participation in programs from other providers. The facilitation will be made clear in the respective sports program description. The ZEH's sports programs include courses, workshops, competitions, free loan of sports equipment, programs outside of Berlin, and further trainings. These terms of participation apply for all sports programs. In the event ZEH facilitates programs from a third-party provider, the contractual terms of that provider also apply.

2 Eligibility

The university sports programs are primarily intended for members of the cooperating universities and are subject to a fee. University members are those as named in Section 43 of Berlin Higher Education Act.

<table>
<thead>
<tr>
<th>Eligibility</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All individuals in status groups one to four are</td>
<td>Students and trainees of TU Berlin and all participating universities</td>
</tr>
<tr>
<td>eligible to participate in the University’s</td>
<td>Employees of TU Berlin and all participating universities</td>
</tr>
<tr>
<td>sports program.</td>
<td>TU alumni, students from other universities, school students, external trainees, as well as members of “Freunde der TU Berlin”*</td>
</tr>
<tr>
<td>Status Group 1</td>
<td>Status Group 3</td>
</tr>
<tr>
<td>Status Group 2</td>
<td>Status Group 4</td>
</tr>
<tr>
<td></td>
<td>Individuals who do not belong to any of the status groups named</td>
</tr>
<tr>
<td></td>
<td>above – hereinafter referred to as external guests.</td>
</tr>
</tbody>
</table>

*These groups should expect registration for individual programs to begin later depending on available capacity.

By registering for a ZEH sports program, the participant accepts the terms of participation and attests to a sufficient ability to perform physical activity.

Fees for Communal Sports Facilities

For those individuals who are not members of the Berlin universities according to Section 42 of Berlin Higher Education Act (Status groups 3 and 4), the district authorities charge a fee for use of the municipal sports facilities. This fee is already included in the total fee for the respective sports program.

3 Special Regulation for Participation by Minors

Minors are permitted to participate in ZEH programs with prior agreement from ZEH and under certain conditions. ZEH reserves the right to grant or withhold permission for participation. We ask that you contact our service office.
4 Registration

Registration is required for all University sports programs. Registration and payment (via SEPA direct debit payment) for all sports courses is conducted online via the University Sports Center website. By registering, you agree to pay the fee and consent for the fee amount to be debited from your account. Participants receive a pre-notification sent to the email address provided at least 6 days in advance of the scheduled payment withdrawal. The direct debit of the course fee is independent of the registration date and course start date. The direct debit may be delayed. Should the participant provide incorrect banking information or have insufficient funds, any resulting bank charges are to be covered by the participant and will be automatically added to the fee. In this event, ZEH is authorized to use the participant's name and address to send a payment claim. ZEH also reserves the right to exclude the participant from online registration, to cancel their registration, and thus revoke the individual's eligibility to participate.

All open payments will be pursued by TU Berlin in court collection proceedings. Participants who register using an incorrect status are required to pay the difference including a processing fee of EUR 5 or may be excluded from programs in the current semesters; ZEH decides which action to take.

You are required to provide a valid email address when registering. Your registration may not be transferred to another person. Should the participant fail to respect this condition of registration, their eligibility may be revoked without reimbursement.

5 Cancellation, Reimbursement, and Re-Booking

Cancellation is permitted up to 7 days before the course begins. This must be submitted in writing. A cancellation fee of EUR 5 will be charged.

Exception:
Cancellation due to illness must be confirmed with a medical note declaring your inability to participate in sports. The participant is required to pay the fee in part - as accumulated before the illness began - and a processing fee of 5 EUR. Participants are required to submit their cancellation due to illness within two weeks of the start of the illness and while at least half of the program time remains. Otherwise the right to reimbursement is forfeited.

ZEH reserves the right to change the instructor or facility for organizational reasons. In these cases, neither cancellation nor a fee reduction are permitted.

Special conditions, which can be read in the respective program, apply to bookings for individual appointments.

Re-bookings are subject to special review before possible approval. Participants do not have a legal right to change courses. Re-booking must occur within the same time frame. A processing fee of EUR 5 will be charged. If you re-book for a more expensive course, the remaining fee will be debited from the account provided. By re-booking, the participant consents to the direct debit charge. Multiple payments will not be reimbursed.

6 Course Cancellation

ZEH reserves the right to cancel a course before the first session if there are insufficient registrations to cover the costs. In this case, ZEH will reimburse the full amount of the course fee.

If a course is canceled after it has begun, participants will receive a partial reimbursement.
If an individual course session is canceled (e.g. the instructor is sick, the facility is closed, force majeur), ZEH will make every effort to schedule substitute appointments. However, participants will not be reimbursed for the canceled session(s).

7 General Responsibilities of the Participant

All ZEH participants are required:

- to adhere to the Regulations for Using Sports Facilities and Event Spaces
- to bring the confirmation of participation and a valid photo ID in order to be permitted access (identification is to be shown upon request)
- to be present at the scheduled start time of the program to ensure the program can run smoothly and safely
- to treat others with respect and consideration in training and athletic competitions
- to possess the background and abilities required in the description of the booked program
- to responsibly and appropriately handle the equipment used.

8 Exclusion of Participants

Exclusion due to Failure to Adhere to General Responsibilities

Should a participant be excluded from a course because they failed to adhere to the general responsibilities, they will not be reimbursed the paid fee.

Exclusion due to Absence at Mandatory Orientation

If the course description includes information about mandatory participation in an orientation at the beginning of the course and the participant fails to attend, the participant may be excluded from the course without reimbursement.

Exclusion due to Insufficient Aptitude

Participants who incorrectly estimate their athletic aptitude, do not fulfill the criteria, do not present sufficient documentation, or do not have sufficient language skills, risk being excluded by the respective course instructor without a right to reimbursement.

Exclusion due to Unsportsmanlike Behavior

Participants are required to treat each other and the instructors with respect. If participants violate this rule, instructors and sports hall and boat wardens reserve the right to exclude them from individual course sessions. In critical cases, ZEH reserves the right to exclude the participant from the course completely without a right to reimbursement of the course fee.

9 Data Protection

By registering online, the participant consents to having their personal data collected in accordance with ZEH’s Organization and Usage Regulation dated 4 September 2002. Section 10 (3) states:
“ZEH is authorized to process users’ personal data as follows: formal address, first name, last name, title, telephone number, mailing address, date of birth, name of home university, matriculation number, and information about the fee to be charged in accordance with the “Fee Ordinance for Using ZEH Institutions and Courses”.

When registering for fee-based courses, banking information (IBAN and BIC) will also be processed.

The data are processed exclusively for admission to ZEH courses, collecting the fee in accordance with the “Fee Ordinance for the Use of ZEH Facilities and Courses at Technische Universität Berlin” dated 6 June 2001 (AMBI.TU p. 105), and for ZEH course evaluations.

Participants’ personal data is deleted after two semesters. The banking information provided will be deleted once the account has been successfully debited. The email address used to add the participant to the waiting list will be deleted after two months.

Be aware that photos and videos may be taken during the course for print and web publications. Please speak with the photographer or a member of the film crew if you do not consent to having your image published. Participants are not authorized to record (video, photo, etc.) the course without previously receiving approval from the ZEH. Should a participant violate this rule, ZEH is authorized to demand the photos or film without substitution.

10 Liability

Participation in University sports programs is at participants’ own risk. By participating in a course, the participant attests that they are in good health and there are no reservations to their participation. Reciprocal liability claims relating to ZEH only apply in the event of intent or gross negligence. This also applies to companies and volunteers appointed by ZEH. ZEH is not liable for damages to life, body, or health if they are not based on intentional or gross violation of duty on the part of ZEH or its legal representatives or proxies. ZEH is not liable for the loss of equipment or other objects that go missing during the course, if there is no gross negligence on the part of the provider.

11 Insurance

Enrolled students and employees at Berlin universities are insured against sporting accidents with Unfallkasse Berlin according to the accident insurance regulations of Unfallkasse Berlin. No insurance coverage is provided by Unfallkasse Berlin if a participant fails to complete registration for the course. No insurance coverage is provided by Unfallkasse Berlin for open training and games.

Participants in status groups 3 and 4 as well as in the open play groups are not insured by Unfallkasse Berlin and are thus responsible for their own insurance coverage.

12 Competitive Sports

Insurance Protection

Unfallkasse Berlin does not provide insurance protection for competitive sports events, regardless of the participant’s status group.
Participation in adh Events

ZEH sends TU members with suitable aptitude to competitive events hosted by the German University Sports Federation (adh). Participants must register with the ZEH competitive sport officer; registration is binding. Registered athletes who do not participate in the adh competition will be charged the resulting costs by ZEH. The single exception to this regulation is a medical note, which must be submitted to ZEH before the event begins. The fee stated on the registration page will be considered a deposit for participation. It will be debited if the participant fails to appear without reason.

Participation in Non-adh Events

After formal review, ZEH sends interested individual athletes or teams to competitive sport events not part of the adh-competition program. Athletes and teams are required to register and to assume the costs in the event they do not participate.

Jersey Loan

ZEH loans jerseys and pants with the ZEH logo to individual athletes or teams. These are to be returned freshly laundered and in full to ZEH. Should you lose or misuse the garments, you will be charged the amount to purchase new items.

13 Terms of Participation for Programs Outside of Berlin

The ZEH terms of participation remain in effect and are supplemented by the following:

General

TU Sports programs outside of Berlin are designed as group programs as part of university sports. Individual bookings are generally not permissible. The date, program, and services correspond to those stated on the website at the time of booking.

Participation by Minors

It is possible for minors to participate in programs outside of Berlin without being accompanied by an adult. A prerequisite to participation, however, is that an adult chaperone authorized as a guardian assumes responsibility. A corresponding power of authority must be provided including a copy of the chaperon’s photo ID. Chaperones and minors must have their photo ID on their person at all times.

Cancellation

Written cancellation of the booked program is accepted till the course start. The date of receipt by ZEH is decisive in the event of cancellation. Participants are required to pay the resulting costs, at least EUR 30, when canceling. Refunds are only possible upon written request within 14 days after the course starts. Requests must include the banking information (IBAN and BIC) and an authorization for joint bookings.

Cancellation by TU Sport

If the planned number of participants is not met and increased costs result, ZEH reserves the right to cancel the course up to two weeks before the scheduled course start. This also applies for courses
which can only be run with considerable difficulties or restrictions, or which may not be able to take place at all as a result of unforeseeable force majeure. In this event, participants will be reimbursed the full amount immediately. Should the course be discontinued on site, the costs will be retained for the services already rendered.

Accidents

Any accident that could lead to an insurance claim must be immediately communicated to the course instructor on site and/or ZEH.

14 Commencement

The participation conditions take effect 01.10.2018.

ZEH reserves the right to amend and adapt its participation conditions and will inform participants of any changes. Participants can object in writing to the respective amendment or adaption within two weeks. Should no objection be received, the amendment or adaption is considered accepted.