

## General Terms and Conditions (GTC) Gigathlon Switzerland 2018

### 1. Scope of application

invents.ch AG, the organiser of Gigathlon Switzerland 2018 (hereinafter referred to as invents) shall be exclusively responsible for contents which it produces, publishes and distributes itself. The terms of use shall apply to the contents of the platform \*.gigathlon.com and to all subdomains pertaining to this domain.

#### 1.1. Conditions of participation

The starting place is reserved for the competitor once the entry fee has been paid. As soon as the payment has been transferred, each participant/ team will receive a registration confirmation.

#### 1.2. Participation details

The participants/ teams will receive the starting documents before the Gigathlon event. The documents will be sent by post.

#### 1.3. Not appearing at the check-in; cancellation; refund

If participants or team captains do not appear on time at the check-in, they will lose their right to a starting place at the Gigathlon Switzerland 2018. Once the entry fee has been paid, the registration cannot be cancelled and no refund of the entry fee, or part thereof, can be claimed.

#### 1.4. Data security

The data acquired during registration or payment will be SQL-encrypted. The data will not be used for purposes other than the Gigathlon events and will not be made accessible or forwarded to third parties.

#### 1.5. Internet payment

For Internet payments the security and safety standards «Verified by Visa» and «MasterCard SecurCode» apply.

### 2. Liability

invents shall not be liable for the contents and program distributed on the web products of \*.gigathlon.com, nor for damage resulting therefrom. This relates to all manner of damage, and especially damage that can arise from errors, delays or interruptions in transmission, from disruptions to technical systems and services, incorrect contents, loss or deletion of data, viruses, or by any other means during the use of these web products.

invents may add links on the platform \*.gigathlon.com to third party pages for information purposes. In this case invents shall not assume any responsibility for the contents, freedom from errors, lawfulness and functionality of the Internet pages of third parties to which reference is made by means of links or tools on the web products of \*.gigathlon.com. Retrieving pages by means of links

shall be at the user's own risk. In case of doubt the German version shall be binding.

### 3. Copyright

The contents of the invents web products shall enjoy copyright protection pursuant to the prevailing copyright laws. Use of the material provided shall be permitted solely for non-commercial purposes. It is not permitted to use the Gigathlon logo, even for printing on textiles, flyers or other advertising material.

A simple, non-exclusive and non-transferable licence shall be issued for all information, data, software and additional contents of the invents web products provided expressly for downloading, which is limited to non-recurrent downloading and saving. All additional rights shall remain with invents. For example, the sale and any commercial use of the above, in particular, shall be inadmissible.

invents shall not be liable for disruptions in the quality of access due to force majeure or events for which invents is not responsible, especially the failure of communication networks and gateways. invents shall not assume any guarantee for the interruption-free and fault-free functioning of the Internet page \*.gigathlon.com.

#### Right of use of electronic contents

invents shall retain the unrestricted rights of use for all content (texts, photographs, videos, etc.), which is loaded electronically onto the platform \*.gigathlon.com by users. This information can be used, in particular, on the platform \*.gigathlon.com and in Gigathlon newsletters. In this context, invents cannot be held responsible for copyright violations.

### 4. Data Protection

invents attaches great importance to protecting the privacy of all persons. Please note the following data protection declaration in this respect.

#### 4.1. Domain / Scope of application

The data protection declaration applies to the platform \*.gigathlon.com. No guarantee is assumed regarding compliance with the data protection provisions in the case of third-party Internet products to which reference is made on this page by means of tools and links.

#### 4.2. Principle

In principle, you may use our website without having to provide personal information. During visits, invents can only register impersonal usage data. The IP address of your computer or network, the last page visited, the browser used, the date, time and the down-

loaded files can be recorded in the log files. These are collected for the purpose of analysing user behaviour and basically serve to optimise our product. They do not permit any conclusions to be drawn about you personally.

#### 4.3. Statement and use of personal information

You may only use certain products on the page if you provide personal information. For some products it is sufficient to state your e-mail address (e.g. Newsletter), for other services, we require your surname / first name, address, telephone number and e-mail address. As a collection agency, invents is obliged by law to be able to document all transactions in a traceable manner for the statutory periods. We shall handle your personal data pursuant to the current data protection law. This means that invents undertakes to use your personal information with due care and solely for the purposes indicated. invents is entitled to use the postal address, the mail address and the phone number for the delivery of information about events, products, services and other offers. You may, at all times, correct or restrict the use of the personal information entrusted to us. You may contact us to do so (by e-mail or letter). Exception: the names and places of residence published in the ranking list of participants and supporters of previous Gigathlon events may not be modified or restricted.

#### 4.4. Identification of visitors

Occasionally, information may be stored on your computer allowing you to be identified. This information is referred to as «cookies». These text files stored on your hard disk do not contain any personal information but facilitate your use of our Internet pages: thanks to the cookies, we can supply you with the personalised contents you desire without your having to register anew on every visit. You can configure your browser so that a warning appears before the storage of a cookie. Or you can reject cookies in general. In this case it will not be possible to use certain services.

#### 4.5. Security

The provision of personal information via the Internet always involves risks, and no technical system is completely secure against manipulation or sabotage. invents shall endeavour, to a reasonable extent, to take measures to hinder unauthorised access to your personal information and the unauthorised use or falsification of this information and to minimise the corresponding risks.

#### 4.6. Amendments

In view of the technical developments in the Internet, invents is continually expanding its online product range. At the same time we check whether supplements to or amendments of the data protection declaration are necessary. invents may adjust these rules or the content of the page at any time – including without prior announcement – or amend or block access to the page. We shall publish any modifications on the platform \*.gigathlon.com.

Zurich, August 2017