

This is the translation of the german legal document, for you to review. In case of any discrepancies or doubts regarding interpretation, the German version of this document shall prevail and be legally binding.

**Terms and Conditions of Participation
for all events of Mehrwert Larp e.V.
Version dated December 8, 2022**

1. Scope

1.1 These terms and conditions apply to all events organized by Mehrwert Larp e.V.

1.2 Contracting parties are the respective participant and Mehrwert Larp e.V. as the organizer. The events are carried out by representatives or agents of the organizer, who act as so-called "departments" (bodies of the association appointed by the general assembly).

1.3 The version of the terms and conditions valid at the time of registration for the event is binding.

2. Conditions of Participation

2.1 The participant is aware of the nature of the event and particularly the risks involved, such as night hikes, terrain walks, and combat with foam weapons. The organizer does not guarantee gender-separated accommodation or toilet facilities.

2.2 Participation in the event requires a certain level of physical, mental, and emotional resilience. The participant assures that they are capable of meeting the expected demands of the event in every respect. The participant is responsible for informing themselves in advance of the expected requirements, either through the event announcement or by contacting the respective organizers.

2.3 The participant commits to independently informing themselves of and complying with all applicable safety regulations. During the event, they are responsible for the safety of their own equipment. If a general or random check of certain equipment is required, the participant agrees to comply with this request.

2.4 The participant must avoid dangerous situations for themselves, other participants, and the environment. This includes, in particular, climbing on unsecured steep slopes, trees, and walls; handling fire outside of designated or explicitly approved areas; using non-approved or unsafe foam weapons or equipment; and excessive alcohol consumption.

2.5 The participant is aware of the hazards of burning cigarettes and similar items and ensures careful handling at all times. Smoking may be restricted to certain areas or completely prohibited (e.g., due to wildfire risk).

2.6 The participant is responsible for informing themselves about infection control regulations at the event location and for complying with all distance, hygiene, and infection control measures.

2.7 Instructions given by the organizer, its legal representatives, or agents must be followed.

2.8 Animals of any kind are only permitted at the event with the organizer's consent.

3. Exclusion or Withdrawal of Participants

3.1 Participants who violate safety regulations, endanger others, or seriously fail to follow instructions may be expelled from the event without refund.

3.2 The number of participants is limited. The organizer reserves the right to exclude participants from the event before it begins without giving reasons, with a refund of the participation fee.

3.3 Participant spots are non-transferable. If a participant cannot attend, another person cannot automatically take their place. Transfer of the spot requires the organizer's approval due to the special nature of the event.

3.4 The organizer will generally attempt to reassign the spot in the event of participant withdrawal. If this is not possible and the minimum required number of participants for the event is not met, the participation fee will only be refunded to the extent that the organizer has saved expenses. The participant may prove that significantly lower damages occurred.

4. Limitation of Liability

4.1 The organizer, its legal representatives, and agents are only liable for damages resulting from intentional or grossly negligent breaches of duty.

4.2 This limitation does not apply to damages resulting from injury to life, body, or health based on negligent or intentional breaches, nor to damages from breaches of essential contractual obligations, provided such damages are foreseeable and typical for the contract.

4.3 The organizer is not liable for loss or damage to items brought to the event by participants. Participants are advised not to bring valuables. No security or safekeeping obligations are assumed for such items.

4.4 Driving on the event site or parking area with personal vehicles is at one's own risk. The organizer accepts no liability for damage caused by third parties or terrain conditions. The parking area is not supervised. Theft is not covered.

5. Cancellation or Postponement of the Event

The organizer reserves the right to cancel or postpone the event for good cause. In such cases, no claims for compensation beyond the refund of the participation fee can be made.

6. Registration and Payment

6.1 Registration for the event is only valid with consent to these terms and conditions.

6.2 Participation fees are generally paid in advance. If payment is not received before the event or is made on-site, a processing fee of €10 will be charged. The participant may provide evidence that the actual damage is significantly lower.

6.3 In case of effective representation during registration, both the representative and the participant are jointly liable for the participation fee.

7. Data Processing and Privacy

7.1 The participant consents to their data being stored in a customer file from the moment of registration. This file is maintained on the devices of the organizing team. Collected data will not be passed to unauthorized third parties and will only be used for the event.

7.2 The organizing team may use Google Suite or similar cloud-based services like Dropbox. Details are available in the organizer's privacy policy or event registration.

7.3 Stored personal data may include name, address, date of birth, phone number, email address, photographs, and other voluntary information. This data is deleted once its purpose is fulfilled, unless legal retention periods apply. Temporary data (e.g., character name, group) may also be stored.

7.4 If the participant voluntarily provides health data falling under Article 9 of the GDPR, this consent also applies to that data.

7.5 Consent to data processing can be withdrawn at any time with future effect.

7.6 The organizer may use participants' names and contact details after the event to inform them of future events. This may be objected to, and data may be requested for deletion at any time.

8. Photo and Video Recordings

8.1 The participant agrees to being photographed or filmed during the event for documentation purposes. Access to this material will be granted after the event. Unless objected to, this data may be stored indefinitely.

8.2 After a two-week objection period, participants will receive personal photo material for private use.

8.3 The participant consents to authorized persons taking pictures and video footage, which may be used on the organizer's websites or social media for PR and advertising. This consent can be withdrawn at any time with future effect.

9. Copyright of Recordings

9.1 All rights to sound, film, and video recordings made by the organizer remain with the organizer.

9.2 The organizer is entitled to record the entire event or parts of it.

9.3 Bringing and using personal cameras is only permitted with explicit consent from the organizer.

9.4 Public showing, broadcasting, or reproduction of event recordings, even if edited, is only permitted with prior written consent from the organizer.

10. Final Provisions

10.1 There are no verbal side agreements. Changes and additions must be in writing. A valid waiver of the written form requirement must also be in writing. Individual agreements remain unaffected (§ 305b BGB).

10.2 If individual provisions of these terms are invalid, the validity of the remaining provisions shall remain unaffected.

