



## “adidas EUROCAMP 2023”

### Conditions of participation, data protection, transfer of rights and limitation of liability

Event: **EUROCAMP 2023**

Location: La Ghirada Sports Complex La Ghirada, B., Str. del Nascimben, 1, 31100 Treviso TV, Italy

Date/Time: 9<sup>th</sup> – 11<sup>th</sup> June, 2023

To participate in the “adidas EUROCAMP 2023” hereinafter also referred to as “**Event**” organized by the **Organizer** adidas AG and held by the **Operator** act.3 GmbH hereinafter also referred to as the **Organizer** or the **Operator**, you register as a **participant** by ticking the preceding box in accordance with the contents of these regulations on the conditions of participation, data protection, transfer of rights and limitation of liability.

#### Declaration of acknowledgment and consent:

By setting the "Ö" the participant, in the case of the participant being a minor, declares his or her legal guardian to be aware of and agree to the following regulations

1. organizer; operator
2. Conditions of Participation,
3. Notes on data protection,
4. Transfer of rights and declaration of consent for the publication of recordings,
5. Limitation of Liability, 6. Final Provisions and recognizes the regulations and declarations contained therein as binding for him.

#### Consent to newsletters:

By setting the "Ö" the participant, in the case of the participant being a minor, declares his or her legal guardian his consent to receive newsletters, e. g. invitations to events

The participant declares, that he or she wants to receive such emails as long he or she does not send a declaration of revocation to the operator.

#### 1. Organizer, Operator

- 1.1. The **Organizer** of the “adidas EUROCAMP 2023” hereinafter also referred to as just the **event** - are carried out by

adidas International Marketing B.V.  
Hoogoorddreef 9 A,  
1101 BA Amsterdam Zuidoost,  
Niederlande [info@adidaseurocamp.com](mailto:info@adidaseurocamp.com)



**1.2.** The **Operator** of the entire event of the “adidas EUROCAMP 2023” in the name and on behalf of the Organizer is:

**act.3 GmbH Kätke-Dassler-Straße 2 91074 Herzogenaurach  
Germany [hi@weareact3.com](mailto:hi@weareact3.com)**

## **2. Conditions of Participation**

Please read these Conditions of Participation carefully. The conditions of participation contain important information. By participation in this event, each participant agrees to the conditions of participation.

### **2.1. Scope of these Conditions of Participation**

The conditions of participation apply to the event relating to the „**adidas EUROCAMP 2023**“.

Please save or print out a copy of these Conditions of Participation and keep them for your personal records.

By participation in this event, you accept these conditions of participation.

### **2.2. Participation Requirements.**

**2.2.1.** All persons at least 18 years old are eligible to participate. Persons aged 16 or 17 can only participate with the consent of their parent(s), guardian(s) or legal representative(s). The Organizer and/or the Operator can request written proof of this. Participants who are 16 years of age or younger are excluded from participation under all circumstances. By participation, participants declare that they live in a jurisdiction in which participation in the event is permitted and that they may enter into a legally effective contractual relationship in this jurisdiction.

### **2.3. Participation**

**2.3.1.** The participation on the event begins after fulfilling all participation requirements.

**2.3.2.** Participation requirements:

- a) visiting the website, and
- b) Registration of the participant via this registration form; and
- c) entering all required personal data; and
- d) unrestricted acceptance of and compliance with these Conditions of Participation and other regulations for participation in this Online Profile and/or any relating event.

**2.3.3.** Participation in any other way than that described above is not possible. Incomplete applications are void and will not be accepted.

**2.3.4.** A person may only enter the Online Profile once. If a person participates more than once, only the first participation will be considered.

**2.3.5.** There is no obligation to purchase in connection with the Online Profile.

**2.3.6.** The Online Profile is a closed profile and is not publicly visible.

### **2.4. Terms of registration**

**2.4.1.** The Organizer shall have the right, at its discretion, to allow registration for free or upon payment of a registration fees, subject to the possession of specific requirement by the participant and their category (without limitation, athletes, press and media, observers) and pursuant to the following and alternative terms:

**1.9.2** by sending to the Participants appointed by the Organizer, priorly or after the registration is completed, a registration form for the free registration. It is understood that, should the participant not hold the requirements needed for the free registration, such registration will not be completed;



**2.9.2** by confirming to the Participants appointed by the Organizer their registration for free after the registration is completed;

**3.9.2** by sending to the relevant participants, priorly or after the registration is completed, a registration form for the registration subject to payment, with the registration fee and terms and conditions of payments.

**2.4.2.** The Participant acknowledges and accepts that the Organizer shall have the right to allow registration subject to availability and therefore that the Organizer shall have the right to communicate, at its discretion, to the Participant that the registration cannot be completed due to location capacity reasons.

## **2.5. General Rules of Conduct**

**2.5.1.** Participants may not use the event to express political or religious ideas.

**2.5.2.** The Organizer and/or the Operator have the right to reject any application that is offensive, abusive, hurtful, obscene, abusive, vindictive, indecent, perverted, immoral, aggressive, sexually oriented, racist, derisive, defamatory, discriminatory or in any other form against offends morality and decency or is otherwise unacceptable in the Organizer's and/or the Operator's sole discretion.

**2.5.3.** Applications must not violate any applicable law or regulation or the rights of any third party, or incite, advocate or express pornography, obscenity, vulgarity, hatred, bigotry, racism or gratuitous violence.

**2.5.4.** Participation must not in any way be intended to cause harm to the Organizer and/or the Operator or their affiliates, agents and/or act.3 Group brands (or any other Organizer brands).

**2.5.5.** Participants are not authorized to upload, post, email or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interfere with the use of any software or facilities of the Website interrupt, destroy or restrict.

**2.5.6.** Participants cannot derive any rights from their participation and have no right to request payment or any other compensation for their entry or participation.

**2.5.7.** The Organizer and/or the Operator reserve the right to disqualify participants from the event if they do not comply with this Code of Conduct or otherwise constitute a breach of this Conditions of Participation or statutory rules.

**2.5.8.** The Organizer and/or the Operator may exclude the participant from the event at any time, if the participant has submitted false or invalid information.

**2.5.9.** No rights can be derived by participation the event other than those set out in these Participation Conditions.

## **2.6. Limitation of Liability**

**2.6.1.** The Organizer and/or the Operator are not responsible and shall not be liable for any costs or expenses incurred by any participant in connection with or in relation to the event. The costs for using the internet are at the expense of the participants.

**2.6.2.** The Organizer and/or and Operator shall not be responsible and shall not be liable for (i) any type of network (cable, internet or other relevant network), computer hardware or software malfunction which may result in a limited, delayed or lost entry, (ii) any kind of other problems or calamities related to the network function (cable, internet or other network), the website, the computer hardware or software and (iii) errors in the input or processing of the personal data, except gross Negligence or willful misconduct of the Organizer and/or the Operator.

**2.6.3.** The Organizer and/or the Operator are not responsible and shall not be liable for any possible incompatibility between the technologies (in any form) used by the participant and the hardware and software configuration used by the participant.



**2.6.4.** To the extent permitted by law, neither the Organizer and/or the Operator nor an act.3 Group company or any other agency involved in the event is responsible or liable for any loss, damage or injury that occurs as a result of participation in the event, except gross negligence or willful misconduct of the Organizer and/or the Operator, any act.3 Group company or any other agency.

**2.6.5.** In the event that a prize is sent by post, the Organizer and/or the Operator shall not be liable for any action or omission of the Transport Service Provider or the post.

**2.6.6.** If an Online Profile or participation in any event takes a different course than anticipated or appears to be in conflict with applicable laws, the Organizer and/or the Operator reserve the right to cancel, terminate, modify or reschedule the event without liability against the Organizer and/or the Operator or a right to compensation for the participants.

**2.6.7.** The Organizer and/or the Operator shall not be liable if the participant is unavailable in participation in the event.

**2.6.8.** The above limitations of liability do not apply in the event of intent or gross negligence on the part of the Organizer and/or the Operator, in particular their employees or other vicarious agents. Furthermore, the limitations of liability do not apply in the case of culpable injury to life, limb or health or in the relating event of mandatory liability under the Product Liability Act.

## **2.7. Exclusion of Participants**

**2.7.1.** The Organizer and/or the Operator each reserve the right at all times to exclude participants with invalid or incorrect entries or invalid or incorrect personal data from participation.

**2.7.2.** The Organizer and/or the Operator each reserve the right, in their sole discretion, to disqualify any person, e. g. delete the registration of the participant or exclude from the event who, in the opinion of the Organizer and/or the Operator, acts in a manner that violates these Conditions of Participation or, in their opinion of the Organizer and/or the Operator behaves disruptively.

**2.7.3.** The Organizer and/or the Operator are entitled to exclude or disqualify participants in justified cases at any time, without this resulting in recourse claims against the Organizer and/or the Operator.

**2.7.4.** The Organizer and/or the Operator each reserve the right to exclude participants in the Online Profile and/or any relating event of (suspicion is sufficient) unfair play, fraud or any other violation of the Conditions of Participation, without recourse to the Organizer and/or the Operator.

## **2.8. Early Termination and Changes**

The Organizer and/or the Operator each reserve the right to terminate the registration to the event prematurely in whole or in part at any time, even without observing deadlines, or to change or delete any event, if it is necessary for technical reasons (e.g. computer virus, manipulation of or errors in software). /hardware) or for legal reasons (e.g. effective prohibition by authorities or third parties) it is not possible to guarantee that the event will be carried out properly.

## **2.9. Ticket Refund and Exchange**

**2.9.1** The Participant acknowledges and accepts that the ticket, issued upon successful registration, is not refundable, for any reason whatsoever (event if the Organizer has rescheduled/terminated/modified or canceled the event).

**2.9.2** The Participant acknowledges and accepts that the Organizer and the Operator shall not be liable for the damages occurred to the ticket issued upon successful registration, if the Participant's ticket has been lost or damaged due to Participant's or third party's fault and has therefore lost its functionality.

## **2.10. Prohibition to sell the ticket to third parties. Transfer of the ticket to third parties.**

**2.10.1.** The Participant acknowledges and accepts that the ticket, issued upon successful registration, may not be resold to third parties, including through online sales platforms carrying out secondary ticketing activities.

**2.10.2.** If the Participant is willing to transfer his ticket to a third party, he shall previously communicate, by email sent to the address [info@adidaseurocamp.com](mailto:info@adidaseurocamp.com), to the Organizer the personal information



related to the third party beneficiary of such transfer (necessarily including the company to which the third party is director, employee, etc.).

The Organizer reserves the right to authorize such transfer, expressly, by notice sent via email.

It is understood that, should the Organizer not authorize expressly, and via email, the transfer to such third party, the transfer of such ticket will not be completed.

## 2.11. Governing Law / Disputes

**2.11.1.** The decision of the Organizer and/or the Operator is final and binding. No correspondence will be held about the result of the event.

**2.11.2.** If any of these Terms is held to be invalid or unenforceable by any court or authority having competent jurisdiction, that term will be deemed deleted, with all other terms remaining in full force and effect.

**2.11.3.** The participation conditions and the events itself are subject to the law of the Federal Republic of Germany. However, the mandatory law of the place where a consumer has his habitual residence takes precedence. The District Court of Nuremberg-Fürth, Nuremberg, Germany shall have jurisdiction over any dispute arising out of or in connection with the participation to the event and/or these Conditions of Participation, provided this excludes the right of a participant, in particular a consumer, to a judicial proceeding before another competent court in accordance with the applicable mandatory law does not preclude or affect it.

**2.11.4.** The Organizer and/or the Operator reserve the right to change the conditions of participation at any time, excluding any liability towards the participants or a third party. A revised version of the Conditions of Participation will be published on the website.

## 3. Data Protection Policy

**3.1** Participation in this event requires the provision of personal data. The Organizer and/or the Operator collect the following personal data from all participants of event, as on the previous page 1 of this registration form:

**Surname, first name, date of birth, e-mail address, Role, Region, invoice address** In addition, special categories of personal data, e.g. B. on ethnic origin or health.

**3.2** We collect, process, store and use the aforementioned personal data exclusively to carry out this event, the recordings also for advertising purposes, in particular the presentation of this event and/or the company of the Organizer and/or the Operator. After the end of this event and a follow-up period of three months, this data, with the exception of the recordings mentioned below, will be deleted immediately, provided there are no legal regulations to the contrary.

A transfer of this personal data to third parties, with the exception of the u. g. recordings, does not take place in principle.

**The only exception to this is the transfer of data to third-party service providers as part of the organization of participation in the event.** There is no other use of this personal data, with the exception of the recordings in accordance with No. 4. below. By participation in this event, in particular by providing the above-mentioned data, the participant declares his consent to the collection, processing, storage and use of this personal data for the purpose of conducting this event, relating to the aforementioned recordings also to the below further purpose.

**3.3** Responsible for the collection, processing, storage and use of personal data is:

**act.3 GmbH Käthe-Dassler-Straße 2 91074 Herzogenaurach Germany**  
[datenschutz@weareact.com](mailto:datenschutz@weareact.com)

**3.4** The participant can request information about what data is stored about him. With regard to the aforementioned recordings, however, the Organizer and/or the Operator can only provide information if such recordings are specifically assigned to the name of an individual participant. If you have any questions about the



collection, processing, storage and use of this personal data and about revoking the consent given above, about correcting, deleting or blocking this personal data, please contact the person responsible mentioned above, you are also welcome to use the e-mail address given there. E-mail address, for postal letters please use the keyword „adidas EUROCAMP 2023“.

3.5 In addition, please see the privacy policy here:

[Privacy Policy](#)

#### 4. Transfer of rights and declaration of consent for the publication of recordings

4.1 The Organizer and/or Operator, **act.3 GmbH** and/or **adidas Group**, intends for this „**adidas EUROCAMP 2023**“, for any relating event and also for the presentation of its company, recordings of this event and/or the participant, in particular photo and video recordings in this document also only called recordings, produce, store and publish on which the participant will be featured. In individual cases, the name of the participant shown can also be mentioned, provided that the participant has given his or her express consent. By signing this registration form, the participant also expressly consents to being named in individual cases.

4.2 The participant expressly agrees that such recordings may also be used for advertising purposes by the Organizer and/or the Operator, in particular for their own presentation, here in particular also online, e.g. B. via the Internet or various social media platforms, as well as in printed advertising materials. Insofar as the admission of the participant gives indications of ethnic origin, religion or health, e.g. B. skin color, headgear, glasses, the consent also expressly refers to this special personal data.

4.3 The participant expressly grants the Organizer and/or the Operator the right to use the recordings made by the participant within the framework of the presentation of the company of the Organizer and/or the Operator and transfers the exclusive spatial and temporal rights to the Organizer and/or the Operator and to act.3 GmbH unlimited rights to these recordings for their use and exploitation, in particular:

- a) image rights, i.e. the right to reproduce and distribute, e.g. B. online, print, press, etc., of the recordings
- b) the database right, i.e. the right to keep the recordings available in electronic databases and to make them available to a large number of users, e.g. B. as a stream or for download, to make available online
- c) the right to advertising, i.e. the right to use the recordings for the presentation and for advertising purposes of the company act.3 GmbH and/or the organizer - "own advertising", as well as to exploit the recordings in all other known types of use, including interactive use, in any form, in particular for printed matter, and to store, archive, reproduce, publish and distribute them within the scope of the types of use granted. Passing on these recordings to third parties or using the recordings for the purpose of advertising for other companies will not take place and is not permitted. Duration of the granting of rights: unlimited in time

Grant of rights for: locally unrestricted (worldwide)

Information on the Internet is accessible worldwide and can be found with search engines and linked to other information, from which personality profiles can be created about the participant. Information posted on the Internet, including such recordings, can be easily copied and redistributed. There are specialized archiving services whose goal is to permanently document the condition of specific websites on specific dates. This can mean that information published on the Internet can still be found on the original page even after it has been deleted.

This consent is voluntary.

The participant takes part in this „adidas EUROCAMP 2023“ so that such pictures taken by him can be used for the presentation of the Organizer's and/or the Operator's company as well as advertising for the Organizer's and/or the Operator's company. The participant is expressly present for this purpose and takes part in this event so that such pictures of him can be used by the Organizer and/or the Operator for their own presentation. The participant is also aware that the creation of the planned media and advertising materials using these recordings represents a not inconsiderable effort for the Organizer and/or the Operator.



For this reason, the participant, should such rights exist, waives the right of withdrawal regarding the rights granted to the Organizer and/or the Operator as a precautionary measure.

**4.4 The transfer of rights and consent by the participant are free of charge.**

The participant expressly wants to take part in this event in their own interest, so that their image material is also used and published for this „adidas EUROCAMP 2023“ campaign or documentation.

**If you do not agree to this and do not want this, please do not allow yourself to be photographed or filmed!**

**5. Limitation of Liability**

The Organizer and/or the Operator and/or **act.3 GmbH** and/or **adidas Group** are generally liable according to the statutory provisions, but only if the damage asserted is due to intent or gross negligence on the part of act.3 GmbH and/or the organizer, including intent or gross negligence on the part of their representatives, employees or vicarious agents. If there is no intentional cause of damage, all claims for damages are limited to the foreseeable, typically occurring damage. Liability for culpable injury to life, limb or health remains unaffected. If the above requirements are not met, liability or claims for damages are excluded.

**6. Final Provisions**

**6.1** Should one of the above notices or regulations be or become invalid, the validity of the remaining notices or regulations shall remain unaffected. Instead of the ineffective or missing notices or regulations, the respective statutory provisions apply.

**6.2** Participation in this event is exclusively subject to the law of the Federal Republic of Germany.