

## TERMS OF USE FOR THE JOYBOX

### § 1 Subject matter of the contract, scope and period of validity

- (1) These terms of use regulate the use and handling of the JOYBOX on the website operated by us <https://rfj-joybox.com/> between us (SCC EVENTS GmbH, Olympiapark Berlin, Hanns-Braun-Straße/Adlerplatz, 14053 Berlin), the participants of the BMW BERLIN-MARATHON 2023 and their friends, family and supporters (hereinafter also: "Supporters").
- (2) The JOYBOX is a personal, digital mailbox for participants of the BMW BERLIN-MARATHON 2023. Friends, family members and supporters can upload motivational greetings in the form of videos, pictures or voice messages and cheer for their participants before the event BMW BERLIN-MARATHON 2023.
- (3) We direct the offer of the JOYBOX exclusively to participants of the BMW BERLIN-MARATHON 2023 who already have a login to the SCC-user-account (hereinafter also: "SCC user account") and their supporters, to whom the participants have sent an invitation to use the JOYBOX.
- (4) Our services and offers in connection with the JOYBOX are based exclusively on these terms of use. Conflicting, additional or deviating conditions of the participants or supporters do not become part of the contract, unless this is expressly agreed upon between us in writing.
- (5) The current version of these terms of use are available at <https://rfj-joybox.com/joybox-tnb>.
- (6) The All questions, comments, or complaints regarding the JOYBOX must be sent to us: by post according to Paragraph 1 or by e-mail: [runforjoy@scs-events.com](mailto:runforjoy@scs-events.com).

### § 2 Use of the JOYBOX by participants

- (1) The participants of the BMW BERLIN-MARATHON 2023 can register for the JOYBOX offer in the time from September 11th, 2023, to October 2nd, 2023, on the website <https://rfj-joybox.com/> with access data for the SCC user account. The registration is free of charge.
- (2) To be able to fully use the JOYBOX, the participants must provide further information. To personalize their JOYBOX and to be able to generate a link for their supporters, the participants must enter their name, nickname or a freely chosen pseudonym. You are free to enter a greeting message for the supporters.
- (3) After setting up your JOYBOX, a link is generated that leads directly to the JOYBOX of the participant.
- (4) Participants can only call up and view their own JOYBOX. The participants are obliged to handle their registration data carefully. They are prohibited from disclosing their login data to third parties and/or from giving third parties access to their JOYBOX by bypassing the login data. Should the participants receive indications of improper use of their JOYBOX by third parties, they must inform us immediately.

### § 3 Use of the JOYBOX by supporters

- (1) Supporters who have received an invitation link from a participant of the BMW BERLIN-MARATHON 2023 can access the participant's JOYBOX from September 11th, 2023, to October 2nd, 2023, using the link in their browser.
- (2) To be able to leave greetings for the participant and upload photos or videos, the supporters must enter their names. Only the file formats listed in the upload area can be uploaded, which must not be larger than specified there.

### § 4 Extent of use of the JOYBOX

- (1) The offer to use the JOYBOX is limited in time to the period around the BMW BERLIN-MARATHON 2023. Participants can access the news and content of their supporters from September 21st, 2023, before the BMW BERLIN-MARATHON 2023. The JOYBOX will be blocked for all users on October 2nd, 2023. All contents in the JOYBOX including the entries of the participant and his messages and uploaded files will be irretrievably deleted on October 9th, 2023.
- (2) After informing us accordingly, participants can have their JOYBOX deleted at any time. When you delete your JOYBOX, the associated personal information and the content uploaded by your supporters will be deleted.
- (3) We are entitled to adjust and discontinue the JOYBOX at any time. In the event of a significant adjustment or a discontinuation, the participants will be informed of the intended adjustments / the discontinuation with the deletion of the content with a notice at least two weeks.
- (4) We endeavor to ensure that the JOYBOX runs smoothly. However, it may be that we must restrict access to the JOYBOX at short notice due to maintenance work, capacity issues or other events that are beyond our control, in whole or in part, temporarily or permanently. We will try not to carry out predictable work that could lead to restrictions in the period before the BMW BERLIN-MARATHON 2023.
- (5) Participants are not entitled to use the JOYBOX and/or maintain individual functions of the JOYBOX.

### § 5 Usage rights

- (1) For the period in which we make the JOYBOX available, we grant participants and supporters a limited, non-transferable, non-exclusive, and revocable right to use the JOYBOX in accordance with these Terms of Use.
- (2) To be able to offer and operate the JOYBOX, the participants and supporters grant us the worldwide, non-exclusive, free right to use, save, digitally reproduce, show, delete and distribute the information entered by them in the JOYBOX and uploaded data and texts.

## § 6 Inadmissible Content; Deletion of Inadmissible Content

(1) The supporters are obliged to follow applicable law (e.g., criminal, competition, and data protection law) when creating their own contributions and uploading images, videos or other content and are obliged to not hurt the rights of third parties (e.g., name, trademark, copyrights, or personal rights) and to not harass or discriminate against the participants or upload content that could affect the well-being of the participants.

(2) Inadmissible content according to the preceding paragraph is in particular but not exhaustive:

- depiction of violence;
- appeals and incitement to criminal offenses and violations of the law;
- threats against health, body and life;
- incitement to hatred against other participants or third parties;
- defamatory statements about other participants or third parties;
- dissemination of images without the consent of the persons depicted or the photographer;
- sexual harassment of participants or third parties;
- dissemination of pornography.

(3) If supporters upload inadmissible content, participants can contact us and request the deletion of such contributions. For this purpose, the participants give us the right to utilize administrator rights to access the participant's JOYBOX, which is otherwise not visible to third parties

## § 7 Data Protection

The operation of the JOYBOX is subject to German and European data protection law. Detailed information on the processing of the associated personal data is available at:

(1) For participants: <https://rfj-joybox.com/joybox-runner-privacy>

(2) For supporters: <https://rfj-joybox.com/joybox-family-privacy>

(3) To website: <https://rfj-joybox.com/privacy-policy>

## § 8 Liability

(1) Unlimited liability: We have unlimited liability for intent and gross negligence. For slight negligence, we are liable for damage resulting from injury to life, body, and health of people.

(2) In addition, the following limited liability applies: In the event of slight negligence, we are only liable in the event of a breach of an essential contractual obligation, the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance, you can regularly rely on (cardinal obligation). The amount of liability for slight negligence is limited to the damage that was foreseeable at the time of conclusion of the contract and the occurrence of which must typically be expected. This limitation of liability also applies to our agents.

## § 9 Final Provisions

(1) Should one or more provisions of these terms of use be or become ineffective, this shall not affect the validity of the remaining provisions.

(2) The contract language is exclusively German. The English translation of these Terms of Use is not authoritative. In the event of contradictions between the German and English versions of the Terms of Use, the German version takes precedence.

(3) Exclusively German law is applicable to the contracts between us, the participants, and the supporters. The possibility of invoking the consumer protection rights of the country in which the participants or supporters are domiciled remains unaffected.

(4) The place of jurisdiction for all disputes arising from or in connection with these terms and conditions is SCC EVENTS GmbH's registered office at the time of registration for JOYBOX.

Berlin, 06.09.2023