

**GENERAL TERMS AND CONDITIONS (GTC)
OF THE
OLYMPIA BOB RUN ST. MORITZ - CELERINA**



1. Legal ownership "Olympia Bob Run"

The Olympia Bob Run St. Moritz - Celerina ("the track") is operated by an organisation consisting of the following shareholders: municipality of St. Moritz, municipality of Celerina/Schlarigna and the department Sport & Events of the municipality of St. Moritz. "Olympia Bob Run" always adverts to the shareholder as the legal entity.

2. Scope of the General Terms and Conditions

These General Terms and Conditions ("GTC") govern the relationship between the Olympia Bob Run and its contractors, users and spectators.

The GTC are an integral part of the contract of all bookings done at the web site www.olympia-bobrun.ch, all bookings by email or by phone and as well as of all on-site bookings.

3. User restrictions

3.1 Training, competition, trail runs and guest rides

Runs at the track are conducted as "training runs", "competition runs", "trail runs" or "guest rides." The current prices can be found on www.olympia-bobrun.ch.

Training and fun races: It is only for a limited number of people possible to participate in these runs (see also 3.3). Prerequisite is a valid national Swiss licence or an international license of the respective international federations (FIL or IBSF). Athletes who successfully finished the 5 days bobsleigh school, the 4 days monobob school or the 3 days skeleton school of the Olympia Bob Run are allowed to participate in training runs and fun races. These participants have to show their 2-man bobsleigh, monobob or skeleton ID card. Furthermore, the track management has the right, to allow former experienced athletes without licence but with an insurance to participate in trainings and fun races. Pusher are allowed to participate in trainings and fun races without an international or national Swiss licence as long as they fulfil the GTC (incl. minimum age). The registration form of the Olympia Bob Run has to be signed before the first run.

For national (Swiss Championships and cup races) and / or international events (FIL and IBSF races) the respective booklets and / or rules apply.

Guest rides are conducted by trained pilots. Basically, guest rides are available to all people who confirm in written form these GTC.

Trail runs from Montis Bolt: Basically, trail runs are available to all people who confirm in written form these GTC.

3.2 Medical restrictions guest rides

In the curves, centrifugal forces of up to 5G can be achieved (pressure of five times the body weight). In case of impairment of health, the guest should not undertake a ride, especially if the following diseases / situations apply:

- Back and / or neck problems
- cardiac and / or lung problems
- heart or circulatory complaints
- osteoporosis (bone density decrease)
- after spinal surgery, or when a herniated disc is known
- polyarthritis
- pregnancy

In case of doubt, medical advice is recommended.

Guests from 70 years old have to bring a written certificate of their doctor that says that the person is fit to slide a guest ride. For these bookings please contact events@olympia-bobrun.ch.

It is the responsibility of the booking person to check these restrictions and to respect them.

3.3 Minimum age

Guest rides: 16 years. Up to 18 years the written consent of a custodial parent must be provided.

The respective minimum ages for training and race runs are based on the rules of the International Luge Federation and of the International Bobsleigh and Skeleton Federation.

Training and competition runs from Top:

Disciplines luge, skeleton and monobob: From 13 years up to 18 years, the written consent of a custodial parent and a valid Swiss licence or a valid international licence are required.

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Disciplines 2-man and 4-man bobsleigh: From 15 years up to 18 years, the written consent of a custodial parent and a valid Swiss licence or a valid international licence are required.

Training runs from Montis Bolt:

Disciplines luge, skeleton and monobob: From 13 years up to 18 years, the written consent of a custodial parent and a valid Swiss licence or a valid international licence are required. Swiss athletes (without an international licence), who participate in Swiss Sliding trial runs (the participation of the athlete has to be approved by an authorised signatory from Swiss Sliding) are allowed to slide with the written consent of a custodial parent at 13 years old.

Training runs from Horse Shoe:

Disciplines luge and skeleton: From 10 years up to 18 years, the written consent of a custodial parent and a valid Swiss licence or a valid international licence are required.

3.4 Prohibition of alcohol and drugs

The use of the Olympia Bob Run under the influence of alcohol, drugs or other mind-altering substances is strictly prohibited.

3.5 Alcoholic beverages

Alcoholic beverages are forbidden to put down, to deposit and to consume in the start area, in the finish area and in all changing rooms. Excluded from this are the catering establishments of the track. In case of contraventions, the concerned person(s) will be sent off. With a prior agreement with the track management, exceptions can be made.

3.6 Monitoring

Athletes and coaches, who want to perform an observation outside the spectator areas during training or racing, must adhere to the instructions of the track staff and management. In any case, they exert their activities on their own risk and are personally liable for all damages they cause.

Video recording and individual time and speed measurements are only allowed with the permission of the track management. The results have to be provided to all interested athletes.

3.7 Spectators

The Olympia Bob Run decides which events can only be visited by paying an entrance fee. The admission prices will be published on www.olympia-bobrun.ch. The Olympia Bob Run reserves the right to change the prices.

Entry tickets can be bought on the platform www.ticketcorner.ch.

If races have to be cancelled or are allowed to take place only without spectators, a refund of the entry ticket/tickets is possible. Please note that the buyer has to pay a refund fee of CHF 5.- per ticket.

In case of a cancellation or if the races have to take place without visitors, the Olympia Bob Run won't bear incurred expenses like travel, hotel and so on costs.

On race days, when entrance payment is required, the stay in the restaurant or on the terrace of the Gunter Sachs Lodge does not exclude the obligation to pay the entrance fee. Spectators have to stick to the instructions of the security and the track staff and the speaker. Staying on bridges, sitting or standing at the track (banchinas), throwing snowballs and leaning into the track are strictly prohibited. Photographing with flash is strictly prohibited as well.

4. Guest rides

4.1 Booking / registration

As guests take part in guest rides, max. two guests are placed between the pilot and the brakeman. With completing the online booking on the website www.olympia-bobrun.ch, a booking by email or phone a binding guest ride contract is made. The booking confirmation will be sent, alongside the access information of the web portal for guests, by email.

The definition of the date and the time of the guest ride have to be done on the web portal of the website www.olympia-bobrun.ch, by email or by phone. Each guest ride must be assigned to a specific person, stating their email address. Unless the person has not already registered on the web portal of the website www.olympia-bobrun.ch, he will be requested via email to specify the first and last name, address and telephone number. Each participant must confirm to have read the GTC of this note and agree with them.

Regarding bookings by email or phone: a prepayment of minimum CHF 150 per person and run has to be done. The payment is done by credit card. The rest of the amount has to be

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paid in the Info Point at the day of the ride.

Regardless of the way of booking, each participant has to confirm in written form immediately before his guest ride the GTC of the Olympia Bob Run in the Info Point. The GTC are available in the Info Point.

Furthermore, the conditions of point 16 of these GTC are valid.

4.2 Cancellation / change of date

There is no right of withdrawal. Every right to a refund or postponement of booked guest rides is excluded. The guest ride is only valid for two seasons.

In individual cases, as far as the circumstances warrant, the Olympia Bob Run may at its discretion, agree to the shift of the guest ride for max. 1 year (such as pregnancy, illness and accidents, etc., which are covered with a medical certificate). Money won't be refunded. In case of a cancellation or changing of the date of the rides, the Olympia Bob Run won't bear incurred expenses like travel, hotel and so on costs.

4.3 Prices

The current prices for guest rides and other offers are published on the website www.olympia-bobrun.ch. The Olympia Bob Run reserves the right to change the prices.

4.4 Payment

The payment by credit card must be done directly during the booking process.

5. Training, competition runs and schools

5.1 Reservation / registration

After the initial registration, each athlete receives a username and a password to access his individual web portal. In the portal, all bookings of training runs as well as the registrations for competitions and schools can be done. By booking training and competition runs or schools on the website www.olympia-bobrun.ch a binding contract is made.

Registration for competitions must be done until **12pm*** and for trainings until **4pm*** on the day before the respective training / race. In exceptional cases, late registrations* can be allowed with a fee of CHF 20.- per training / race by the management of the Olympia Bob Run. The inquiry must be written before the respective training / race by email to events@olympia-bobrun.ch. The fee must be paid in the Info Point before the concerned training / race.

* For every training / race, teams (2-man and / or 4-man bobsleigh) must be registered completely. The pilot / coach (the person who did the booking) is responsible that each athlete of his team has registered in the portal. The management of the Olympia Bob Run does not assume any form of liability for abusive registrations or actions.

5.2 Pricing

The current prices for training and competition runs and other offers are published on the website www.olympia-bobrun.ch. The Olympia Bob Run reserves the right to change the prices.

5.3 Schools

Schedules of schools can be changed. This is no reason that a school can be cancelled. If a school is cancelled by the participant, no money will be given back.

Please note that it is not recommended to participate in a school from 60 years old. If, despite this recommendation, persons insist in participating in the school, a written certificate of their doctor that says that the person is fit to participate in a school, has to be shown. For these bookings please contact events@olympia-bobrun.ch.

It is the responsibility of the booking person to check these restrictions and to respect them.

6. Payment training and competition runs

Payment must be done (14 days) after receiving the invoice. Athletes and teams from foreign nations have to pay 100 percent of the total price when they book trainings. An invoice will be sent. No money will be refunded if athletes or nations don't participate in the booked trainings.

An invoice will be sent only to the concerned athlete. It is not possible to send the invoice to another person.

Furthermore, the track management has the right to ask individual athletes to do an

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advanced payment. In this situation, sliding is only possible when all debts are paid and an advanced payment is done.

In case of a cancellation or changing of the date of the rides, the Olympia Bob Run won't bear incurred expenses like travel, hotel and so on costs.

7. Starting order

The starting list can be found in the changing rooms and on the scoreboard. The starting order shall be binding and complied with. When announced by the speaker the teams or athletes have to set up at the start.

8. Start

The start is through the announcement of the speaker, a green light and the bell. Starting is allowed only, when all the three starting signs have been occurred. Disregard will be fined with a penalty of CHF 100.- per occurrence. The fee has to be paid in the Info Point.

9. Participation in a competition

Participation in competitions is only allowed if the pilot/team has had at least two accident free training runs in the previous fourteen days at the Olympia Bob Run St. Moritz - Celerina. Exceptions are the Swiss championships, fun races and international competitions for which specific announcements are valid.

Example:

Saturday	Trainings day 14	
Sunday	Trainings day 13	Trainings day 14
Monday	Trainings day 12	Trainings day 13
Tuesday	Trainings day 11	Trainings day 12
Wednesday	Trainings day 10	Trainings day 11
Thursday	Trainings day 9	Trainings day 10
Friday	Trainings day 8	Trainings day 9
Saturday	Trainings day 7	Trainings day 8
Sunday	Trainings day 6	Trainings day 7
Monday	Trainings day 5	Trainings day 6
Tuesday	Trainings day 4	Trainings day 5
Wednesday	Trainings day 3	Trainings day 4
Thursday	Trainings day 2	Trainings day 3
Friday	Trainings day 1	Trainings day 2
Saturday	Race day	Trainings day 1
Sunday		Race day

2-man bobsleigh trainings only apply to 2-man races. However, 4-man bobsleigh training apply to 2-man races as well. Guest rides will not be recognized as training runs.

Subject to special rules and nominal terms for championships and special cup regulations. For national and international competitions, the competition regulations of Swiss Sliding or the IBSF / FIL shall prevail.

10. Award ceremonies

The three top-ranked teams / athletes have to participate in the award ceremonies. Non-attendance causes automatic deletion of the Grand Prix points. This does not appeal to the other ranked teams.

All athletes who want to profit from the bonus rides, have to participate in the award ceremony of the overall Grand Prix-ranking. Non-attendance in this ceremony causes losing of the bonus rides.

11. Training director / race director

In case there is no special training or race director defined, this function will be exercised by the track management. If a training or a race without any specially designated judges is carried out, the training director / race director or the track management will carry out the referee function.

12. Time sheets / results

The time and result sheets will be available online by the end of training or competitions, as well as they are printed at the "Info Point".

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With accepting the GTC, the athlete / participant in trial runs is agree, that the start- and time sheets with his or her name and / or her or his photo are published on the website of the Olympia Bob Run St. Moritz - Celerina, sent with the app or in reports to medias.

13. Combination of bobsleigh teams

Men

Training: In 2-man or 4-man bobsleigh, mixed teams are allowed. *

Race: In 2-man or 4-man bobsleigh, **no** mixed teams are allowed.**

Women

Training: In 2-woman bobsleigh, mixed teams are allowed. *

Race: In 2-woman bobsleigh, **no** mixed teams are allowed. **

* The bob must necessarily be pushed by the entire team and the training is not allowed to be a sponsor ride. The track management can allow exceptions.

** The track management has the right to allow exceptions.

Violations will be fined with a penalty of CHF 500.- per occurrence.

14. Closing of the track due to weather, force majeure etc.

For safety reasons, the Olympia Bob Run explicitly reserves the right during good cause, especially in bad weather conditions, force majeure etc. to cancel training runs, competition runs, trial runs and / or guest rides.

If the conduct of trainings, competitions, trial runs or guest rides are not possible due to weather conditions or other circumstances, the runs or guest rides will be carried out another time - the latest in the following season. A right of rescission does not exist and every right to refund runs or guest rides is excluded. In individual cases, as far as the circumstances warrant, the Olympia Bob Run may at its discretion agree to refund the money.

In case of a cancellation or changing of the date of the rides, the Olympia Bob Run won't bear incurred expenses like travel, hotel and so on costs.

15. Paramedics and ambulance

In case of a crash or an accident at the track, the athlete, the coach, the custodial parent (for minors) or the guest is responsible for a medical check-up. The staff of the Olympia Bob Run shall always be entitled to call an ambulance or a helicopter (REGA). Due to security reasons, the staff of the Olympia Bob Run won't execute any transport of injured persons. The costs for ambulance and or helicopter transport and treatments have to be covered by the participant (see also point 16).

16. Liability and insurance

Naturally, the use of the track is associated with risks, which can't be eliminated despite the utmost care. Therefore, the use or visit of the Olympia Bob Run occurs exclusively at the risk of the participant, whether he or she is an athlete (pilot or breakman/pusher) or a guest. **Any liability or damage claims, arising directly or indirectly related to the use or the visit of the Olympia Bob Run, are expressly excluded. Furthermore, the Olympia Bob Run is expressly exempted from any liability, as far as legally permissible.**

Users and visitors are solely responsible for their insurance cover. The Olympia Bob Run recommends expressly to all users and visitors to take out an appropriate insurance.

In case of a crash, track-owned material (bobsleigh / skeleton / monobob / luge) must be checked for damage by the Olympia Bob Run. By signing the rental contract before the runs, an insurance for damaged rental material is included.

17. Video recordings / photos

All runs are recorded by the Olympia Bob Run. Guests have the possibility to buy their video in the Info Point. The acquired video recordings may not be modified and / or further processed. The Olympia Bob Run has the right of commercial use of its own produced video material.

It is strictly forbidden – for private and commercial use – to connect electronic devices to the technology of the Olympia Bob Run, as well as the mounting of cameras to sports equipment (bobsleigh, skeleton, luge, monobob, helmet etc.). Exceptions may only be granted by the track management.

In the area of the Olympia Bob Run, it is possible that athletes and / or visitors are filmed or that photos are taken. For publications of private material or material of the Olympia Bob Run, the Olympia Bob Run assumes no liability.

18. Sled park

Sleds may only stay in the sled park at the start if they are within training or competition runs. All other sleds have to be removed from the start area (exceptions may only be granted by the head of start or the track management).

If sleds have to be removed by the track personnel a fee of CHF 300.- per occurrence will be charged.

The sled park order is regulated by the head of start. Staying in the sled park is only permitted to athletes, coaches, officials and employees. Other people are ejected from the sled park. Smoking and animals are not allowed in the sled park.

19. Parking spaces

The access to the start house by car (also for the loading and unloading of the sleds) is forbidden. The instructions of the operating personnel shall be followed. Cars have to be parked at the designated parking spaces in the start or in the finish area. Subject to special access roads and parking regulations on the occasion of championships.

The deposit of trailers in the entire area of the Olympia Bob Run is forbidden (exceptions can be made by the management of the track). Also in a case that an exception is given, bobs and trailers, that are still in the start- or finish area 7 days after the end of the season, will be removed from the track management and charged with CHF 200.-. The owner of the trailer will be charged with the parking fees.

20. Workshop

For athletes, entering the workshop is only allowed with the permission of the head of start and under its authority (to carry out repairs). The use of the facilities and tools is only permitted with the consent of the head of start.

The use of the workshop is free of charge. The workshop must always be left tidy.

21. Speakers and time measurement office, office on the 2nd floor of the tower

The Info Point is the point of contact for all concerns.

While training, competition or guest rides on the track, it is prohibited to enter the speaker and time measurement office and the secretariat on the 2nd floor of the tower. Speaker and timekeeper must be contacted directly only in extreme emergencies. The intercom in the start area may only be used to transmit the speaker or the timekeeper with information concerning changes in training, competitions, events and guest rides.

22. Track walk

Track walks are only permitted to athletes and officials. They can only be done after a prior agreement with the race director or after the "Terminato". Track walks must be done with clean shoes / shoes free of snow. In case of snow or if the track is not purified from the snow, it is strictly prohibited to enter the track.

23. Radios, loudspeaker systems etc.

The use of the tracks own network connection (radios, sound system) is only permitted to specially authorized officials so designated.

Contacting the tower during operating hours (training, competition, guest rides) by athletes, trainers, coaches, guest pilots and pushers has to be done exclusively via the intercom in the start area.

Using private radio systems, the licensing requirements of the Federal Office of Communications have to be followed. The Olympia Bob Run can prohibit the use of private radio systems if they disturb the track owned radio operation.

24. Sanctions

Violation of the GTC, of competition rules or disregard of instructions of the responsible personnel may cause the ban of the training and / or competition.

Runs outside normal operating times are strictly forbidden. With offense following sanctions are possible:

- Application for license revocation at Swiss Sliding, FIL or IBSF
- Exclusion from trainings and competitions at the Olympia Bob Run St. Moritz - Celerina
- Removal of all points won at the competitions, as well as withdrawal of the available prizes
- criminal and civil legal action

25. Website, email and newsletter

The Olympia Bob Run strives to keep the website www.olympia-bobrun.ch up to date and all content correctly. A liability or responsibility arising from the use of the website is excluded. Communication via email is not secure. Delays and errors in the delivery of emails are possible. Any liability in connection with the communication via email will be rejected. The Olympia Bob Run reserves the right to send a newsletter to all registered users, who can refuse it online at any time.

26. Webshop

26.1 Purchase contract formation

The presentation of products on the webshop does not constitute an offer, but merely a non-binding online catalogue. By clicking the button "Purchase" in the section "Review and Purchase" of the shopping basket, you ("the Buyer") issue a legally binding order of the products in the basket. The confirmation of receipt the order that is sent to the Buyer immediately thereafter does not constitute acceptance of the contract. The Olympia Bob Run accepts the Buyer's offer by sending the email entitled "Order Fulfilled" (Versandbestätigung). At this point, a legally binding contract will be formed.

26.2 Shipment cost

The shipment costs vary and depend on the place of shipment. The Olympia Bob Run charges a flat rate for shipments within Switzerland of CHF 10.-, whereas in all other countries, the flat rate is CHF 15.-.

The Olympia Bob Run retains the right, in case of large shipments, to charge a larger fee for the shipment (up to a maximum charge of CHF 45.-), in which case this would be confirmed to the Buyer by the Olympia Bob Run prior to acceptance of the contract.

26.3 Stock and validity of the prices

The prices in the webshop are final, they are indicated in Swiss Francs (CHF) and include value added tax (VAT). The prices are valid at the time of the order.

Potential special price offers, and customer discounts are only valid until revocation by the Olympia Bob Run. All products are only valid for as long as they are in stock. The Olympia Bob Run asks for the Buyer's understanding, that the order and delivery can only ensue in customary household quantities.

26.4 Returns

Products that are not to the Buyer's liking can be returned within 7 weekdays (from the date of receipt of the "Order Fulfilled" email), if the product is complete, in its original packaging and in an unused and undamaged state. This only applies to products that are not individualised (e.g., imprinted or engraved) or customised. Hygiene articles and sealed products can also not be returned.

The Buyer may return products via post, or in person during the opening times of the Olympia Bob Run at the Infopoint (see contact details at paragraph 26.11). The return parcel should also include the shipment confirmation, or the Buyer's complete customer information. This will enable the Olympia Bob Run to process the refund correctly and promptly. The cost of returning the products must be paid by the Buyer.

The Buyer should ensure that they obtain a shipment confirmation receipt and tracking number by the post. In case of a lost parcel by the post, the return can only be refunded when against such a receipt.

26.5 Payment

The payment of the webshop order can ensue via credit card or Pay Pal.

26.6 Warranty

The Buyer must inspect the ordered products as soon as possible for any material- or production defects, including transport damages. The Olympia Bob Run and the delivery service company must be immediately notified of any such defects or damages. The Buyer must also notify the Olympia Bob Run of any defects that have not been discovered during the initial product inspection, but that only occurred later, immediately at the time of discovery. When the initial inspection or immediate notification of a defect or damage is omitted by the Buyer, the products are deemed to have been accepted and

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the Buyer may no longer enforce any warranty rights against the Olympia Bob Run. The notification should be made via email to events@olympia-bobrun.ch. The warranty notification period on products bought from the Olympia Bob Run is 7 weekdays. The statutory warranty period is two years. Defects or damages that occur during these two years and of which the Buyer has notified the Olympia Bob Run within the warranty notification period can either be replaced, or alternatively the price may be reduced. Should neither of these two options be possible, the contract may be revoked.

26.7 Retention of title

All delivered products remain within the ownership of the Olympia Bob Run until the payment by the Buyer has been completed.

26.8 Electronic communication

The Buyer agrees that communication concerning the purchase contract may ensue in electronic form.

26.9 Print and data errors

The Olympia Bob Run is not liable for any potential negligent print errors on adverts or data errors within the webshop. The Olympia Bob Run is not liable for negligent price indication errors; faults in the product pictures, product descriptions or other texts such as vouchers, special offers or customer discounts; nor for delayed, incomplete, or omitted shipments.

26.10 Copyright

All copyrights belong to the Olympia Bob Run or its partners. Usage of any pictures without explicit written consent is not permitted.

26.11 Contact details

Telephone: +41 81 830 02 00
Email: events@olympia-bobrun.ch
VAT-number : CHE-112.909.024 MWST

Address:
Olympia Bob Run St. Moritz - Celerina
Plazza Gunter Sachs
Via Maistra 54
Postfach 81
7500 St. Moritz

27. Supporter-Club

The Olympia Bob Run has its own Supporter-Club for sponsoring talented juniors in the disciplines bobsleigh and skeleton. Therefore the addresses of registered users will be used for delivery and acquisition of new members.

28. Applicable law and jurisdiction

The legal and contractual relationship with the Olympia Bob Run is exclusively subject to Swiss law. Exclusive jurisdiction is St. Moritz. The original version is the German one. In case of dispute, the German version of the GTC is effective.

29. Data protection

All information about data protection can be found on the website www.olympia-bobrun.ch (Impressum).

COVID 19 situation: Based on the «*Verordnung über Massnahmen in der besonderen Lage zur Bekämpfung der Covid-19-Epidemie (Covid-19-Verordnung besondere Lage)* vom 19. Juni 2020 (Stand am 2. November 2020)» (translation of the BAG: «*Ordinance on Measures during the Special Situation to combat the COVID-19 Epidemic (COVID-19 Special Situation Ordinance)* of 19 June 2020 (Status as of 2 November 2020)»), art. 5, paragraphs 1-3 it might be necessary that **«contact details must on request be passed on [...] to the competent**

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cantonal authority or organisation in accordance with Article 33 EpidA for the purpose of identifying and notifying persons who may have been infected.»

Following contact details have to be given to the cantonal authority in case of an infection:
name, first name, living place and telephone number.

Last update: 10. March 2021