

## Terms and conditions for sports travel providers

### § 1 Acceptance of the General Terms and Conditions

The following General Terms and Conditions (GTC) apply exclusively to all services, deliveries and offers provided by sportsmeeting.com.

By visiting sportsmeeting.com (hereinafter referred to as web portal) by Fredy Scharkowski (hereinafter referred to as sportsmeeting.com), the use of the website and related services of sportsmeeting.com, the visitor accepts these terms and conditions.

sportsmeeting.com does not accept any other terms and conditions.

### § 2 Service

sportsmeeting.com publishes sports travel listings of sports retailers and compiles them for viewing and booking for web portal users who wish to book a sports trip (referred to below as sports travelers). The publication of the advertisements includes an overview of offer data with price in possible booking periods as well as a possibility for direct booking with the sports travel provider. Parties of a subsequent travel contract for a sports trip are exclusively the sports travel provider and the sports traveler, but not sportsmeeting.com.

### § 3 Registration

1. Use of the sportsmeeting.com web portal requires registration for the sports travel provider. Here, personal data is transmitted. The sports travel provider assures that he makes truthful and complete information. The data must be kept up to date by the sports travel provider. sportsmeeting.com is entitled to temporarily or permanently exclude sports travel providers from unauthorized or incomplete information about the use of the web

2, With the registration sport travel providers get their own account on the web portal of sportsmeeting.com. This is protected by a password determined by the sports travel provider or automatically generated. The sports travel provider is obligated to treat its account data confidentially and if necessary to report abuse by third parties to sportsmeeting.com.

3. It is necessary for the sports traveler to provide personal contact details for contacting the sports travel provider and the booking process.

At the same time, the sports traveler agrees that after submitting a booking, a free registration takes place and a sports traveler account is created, in which the sports traveler can manage his personal requests,

### § 4 advertisements and prices

1. Sports travel providers are able to offer sport travel by means of an advertisement for sports travelers via the web portal sportsmeeting.com. The sports travel provider has to pay a fee to sportsmeeting.com for the ad. The marketing fee is 10% of the total booked travel price (see § 6).

2. The sports travel provider can enter descriptions and images of a sports trip (accommodation + sports services) per advertisement as well as price information in EURO (€) for accommodation and sports services in variable travel times. The sports travel provider assures that the descriptions and illustrations as well as other submitted material are free from third party rights, in particular copyright and trademark rights. Furthermore, the sports travel provider assures that neither the

descriptions nor the illustrations and other submitted material contain punishable content, pornography and crude language. For the content of the descriptions and illustrations of the sports travel provider or adjuster is responsible.

3. sportsmeeting.com is entitled to shorten the submitted materials such as illustrations or descriptions in content, summarize or not publish. Furthermore, due to necessary compression, the image may show color loss or deviation in size or proportion. The sports travel provider hereby agrees

4. The sports travel provider grants sportmeetings.com a non-exclusive, sublicensable, free, transferable, worldwide license to use any content posted on the web portal by the sport travel provider. This license ends when the sports travel provider deletes the published content individually (the removed contents regarding proportionate) or the entire advertisement from the web portal sportsmeeting.com or terminates the contractual relationship.

The terms of payment are based on the current conditions of sportsmeeting.com and can be found in the web portal.

5. The sports traveler will incur no costs

#### § 5 Conclusion of contract

1. By sending an ad to sportsmeeting.com, sports travel provider sportsmeeting.com makes an offer to advertise a holiday accommodation. The contract is concluded either by a commitment of sportsmeeting.com or by publication of the advertisement on the web portal sportsmeeting.com. sportsmeeting.com is entitled to reject advertisements without mentioning reasons.

2. The duration of the contract is based on the current conditions of sportsmeeting.com.

3. sportsmeeting.com is entitled to remove the ad from the sports travel provider from the offer, if circumstances become known that make sportsmeeting.com unreasonable. This is especially true if well-founded complaints of sports travelers about the sports travel are known. If it is possible to remedy the circumstances, then the sports travel provider may request a reinstatement of the advertisement after the cancellation. The parking is to be proven by the sports travel provider. The interruption of the advertisement does not justify an extension of the advertisement period, nor a claim for remuneration.

#### § 6 Marketing fees & booking process

1. The marketing fee is 10% of the booked travel price.

2. The traveler receives after binding booking of sportsmeeting.com a travel confirmation with the travel price. sportsmeeting.com charges the sports traveler a deposit of 10% from the travel price, which is due immediately.

3. The sports travel provider receives after binding booking of sportsmeeting.com a travel confirmation with the travel price, the booking data with booked travel services and the contact details of the (the) sports traveler. The sports travel provider sends the sports traveler his bill with its terms and conditions. The sports traveler has to pay the sports travel provider the remaining 90% of the travel price. The sports travel provider co-ordinates with the sports traveler the necessary dates and modalities of the sports services booked (courses, green fees, equipment, applications).

4. The sports travel provider informs sportsmeeting.com immediately about any disruption to this process.

## § 7 Liability and indemnity

1. Sportsmeeting.com is not liable for damages or other claims arising from the contractual relationship between sports travel provider and sports traveler. sportsmeeting.com does not become a contractual partner in the contract between sports travel provider and sports traveler. The activity of sportsmeeting.com is purely limited to the publication of advertisements.

2. From the contractual relationship with sportsmeeting.com sportsmeeting.com is liable for damages resulting from slightly negligent breach of duty only for the predictable and typical for the contract average damage. Accordingly, liability for vicarious agents and legal representatives of sportsmeeting.com applies. If the contracting party is an entrepreneur i.S.d. § 14 BGB is, sportsmeeting.com is not liable for the violation of non-contractual obligations in a slightly negligent manner.

3. Otherwise, the statutory provisions shall apply.

The limitations of liability of paragraph 2 do not apply

in case of breach of a guarantee

in case of a violation of the Product Liability Act

in the absence of a guaranteed condition

for claims arising from the fraudulent behavior of sportsmeeting.com

liability for a guaranteed quality feature and

in violation of life, body or health

4. In the event that sportsmeeting.com is overdrawn due to the submitted material as well as pictures and descriptions of the sports travel provider or other contributions by users of the web portal of claims of third parties or due to the misuse of an account by third parties, so the sports travel provider sportsmeeting.com free of these claims. Furthermore, the sports travel provider sportsmeeting.com replaces the damage from necessary legal defense against claims of third parties based on the material submitted by the sports travel provider as well as illustrations and descriptions. The same applies to further claims arising from actions or injuries for which the sports travel provider is responsible.

## § 8 Availability of the web portal / changes

sportsmeeting.com endeavors to ensure the complete availability of the web portal. Nevertheless, it can lead to temporary failures, e.g. for reasons of maintenance. The temporary failure of the web portal does not entitle you to any claims against sportsmeeting.com. sportsmeeting.com is also entitled to change the functions and design of the web portal without affecting the contract.

## § 9 Final Provisions

1. sportsmeeting.com is entitled to change the content of the terms and conditions without giving reasons with the consent of the sports travel provider. The changed conditions will be sent to the sports travel provider by e-mail no later than two weeks before their entry into force. If the sports travel provider does not object to the validity of the new terms and conditions within four weeks of receiving the e-mail, the changed terms and conditions shall be deemed accepted. The agreement to change the contract shall be deemed granted if the sports travel provider does not object in writing to the change within four weeks after receipt of the notification of amendment. sportsmeeting.com undertakes to inform the sports travel provider about the consequences of a refusal of objection with the change notification.

2. If the sports travel provider is a merchant within the meaning of the HGB, a legal entity under public law or special fund under public law, the place of jurisdiction is the registered office of sportsmeeting.com; currently Burgstr. 2, 54518 Kesten, Germany. sportsmeeting.com is in this case also entitled to sue the sports travel provider at the discretion of sportsmeeting.com at its place of residence. The same applies in the event that the sports travel provider does not have a general place of jurisdiction in Germany, relocates its domicile or habitual abode from its home country after conclusion of the contract, or its domicile or habitual residence is unknown at the time of legal action. The place of performance for all claims and obligations resulting from the contractual relationship is the registered office of sportsmeeting.com.

3. The contract in accordance with these General Terms and Conditions is subject exclusively to the substantive law of the Federal Republic of Germany. The validity of the UN sales law is excluded. If the sports travel provider consumer i.S.v. § 13 BGB is and has its habitual residence abroad, If the sports travel provider consumer i.S.v. § 13 BGB is and has its habitual residence abroad, compelling provisions of this state remain unaffected.

Datenschutz ([LINK](#))