

Conditions of participation for the Offseason Workouts

Full compliance with the following conditions of participation is a Prerequisite for participation in the Offseason Workouts. By participating participants agree to fully comply with the following terms and conditions. Independently of the conditions of participation, the general terms and conditions must be observed.

1. Contracting party

A contract is concluded between the customer and TOP-Development GmbH on the basis of these conditions of participation.

2. Subject matter of the contract

This contract governs the sale of services in the field of basketball development via the provider's online registration form.

3. Conclusion of contract

The contract is concluded in electronic business transactions via the registration form of the Website <https://www.top-d.one/> comes about. Only with payment of the fee the contract is concluded. After payment has been made, a corresponding confirmation will be sent, which the booking becomes effective. For bookings, the chronological order of registration applies.

4. Terms of payment

The course fees for the Offseason Workouts range from 599,- € to 1.199,- € per camp week. Payment must be made immediately after registration via PayPal and acceptance by TOP-Development GmbH. Only after receipt of payment is the course place considered secured and is confirmed by TOP-Development GmbH. In exceptional cases, other payment arrangements can be made with the organizer.

5. Right of withdrawal

You have the right to cancel this contract within fourteen days without giving reasons. The revocation period is fourteen days from the date of conclusion of the contract. In order to exercise your right of withdrawal, you must notify TOP-Development GmbH by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) about your of your decision to revoke this contract. If you revoke this contract TOP-Development GmbH shall return to you all payments it has received from you received from you without delay and at the latest within fourteen days of the date on which the it received notification of your revocation of this contract. A refund or re-transfer of the payments made is, however, subject to the corresponding cancellation conditions under point 6. For this TOP-Development GmbH will use the same means of payment that you used for the original transaction.

6. Cancellation policy

Cancellations made a month prior to the start of the Offseason Workout will not be charged. Cancellation made two weeks prior to the start of the Offseason Workout will incur a 50% cancellation fee. After that the total amount is due. With presentation of a medical certificate, 50% of the total costs will be due. In case of cancellation before the start of the Offseason Workout the participant is allowed to look for a substitute and to transfer the course place. A crediting of the course fee to another Offseason Workout than the one booked Offseason Workout is not possible. We therefore recommend the conclusion of a private travel cancellation insurance.

7. Liability

Participation in the event is at your own risk and peril. For no liability will be assumed for injuries. The participants are responsible for their participation themselves without limitation, act at their own risk and their own peril, waive all claims of any kind against the organizer for

damages or injuries to their own person or clothing against the organizer. The waiver of liability applies to injuries and damages of any kind.

8. Insurance

The participants must have a health insurance and other appropriate insurance that provides benefits in the event of self-inflicted sports injuries, and also covers liability towards third parties in connection with the participation in the booked basketball training dates.

9. Cancellation by organizer

If the number of registrations is too low, the organizer reserves the right to cancel the Offseason Workouts. The participants will be informed as early as possible about this situation. Should the Offseason Workouts be cancelled due to reasons not caused by the organizer (force majeure, technical defects), a partial or total cancellation partially canceled, a pro rata course fee can be refunded. There is in all listed cases there is no claim for compensation.

10. Instructions

Every participant has to follow the instructions of the trainers and supervisors. In case of failure to follow instructions, a participant may be dismissed for disciplinary reasons from the Offseason Workout at any time and without refund of the fee.

11. Loss of valuables

No liability will be assumed for the loss of valuables and equipment of the participants of the Offseason Workouts no liability is taken over.

12. Picture/film and sound recordings

Consent to the use of picture/film and sound recordings: The participants hereby grant the organizer, the revocable consent, that in the context of the event film and sound recordings of the participants for advertising purposes on the Internet and/or advertising flyers and posters and that these may be used without restriction. Remuneration for this is settled with participation in the event. The rights of exploitation of the aforementioned picture, film and sound recordings shall be held without restriction by the organizer.

13. Severability clause

The invalidity of a provision of these conditions of participation shall have no effect on the affect the validity of the other provisions. With the registration I agree with the conditions.