

race result AG

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Send via email to:

shop@raceresult.com

represented by CEO Sönke Petersen

(„RACE RESULT“)

and

Cust No: _____
Company/Club: _____
Name: _____
Street: _____
ZIP City: _____
Country: _____

(the “event organizer”)

agree upon the following:

§ 1 Object of Agreement

- a) The event organizer authorizes RACE RESULT to inform about the (sport) events of the event organizer on the web page my.raceresult.com, to provide the opportunity for the participants to register for the event online, and to pay the entry fee.
- b) During the online registration RACE RESULT is authorized, defined as a commercial agent, to act as a broker and to conclude the participation contract in the name of and for account of the event organizer. The participant contract is concluded between the participant and the event organizer. There is no conclusion of contract between RACE RESULT and the participant at any time.
- c) The event organizer provides RACE RESULT with all necessary information concerning the event by appropriately setting up the event in the RACE RESULT software. This includes general information, price lists (entry fees), maximum number of participants as well as eligibility requirements.
- d) RACE RESULT provides the participant data live in the RACE RESULT software. Entry fees are paid out monthly.

§ 2 Fees

- a) RACE RESULT raises a fee for online registration and handling of payments depending on the means of payment.
- b) The event organizer can choose freely which payment methods he would like to activate.
- c) The payments/processing fees excl. VAT are as follows:

Direct Debit (SEPA):	0.06 EUR + 1%
Credit Card:	0.65 EUR + 4%
PayPal EUR:	0.78 EUR + 4%
PayPal GBP:	0.78 EUR + 5%
PayPal USD:	0.78 EUR + 4%
Swiss PostFinance:	0.65 EUR + 3%
Wire Transfer Germany:	1.00 EUR
Wire Transfer Switzerland:	1.50 EUR
Deposit Switzerland:	1.50 EUR + 1%
- d) RACE RESULT reserves the right to increase or decrease the payment fees at any time.
- e) The event organizer receives an invoice for the fees if necessary with declared value-added tax. With pay-out the fees are charged against the entry fees and the remaining amount is paid out.

§ 3 Payout of Entry Fees

- a) Entry fees will be paid out to the customer to the following account by the end of each month:

Account Owner: _____

IBAN: _____

SWIFT/BIC: _____

- b) The different payment methods have minimum delays between the online registration and the payout:

Direct Debit SEPA:	10 days
Credit Card:	20 days
PayPal:	10 days
PostFinance Switzerland:	10 days
Bank transfer:	until receiving the payment

Payment is made when at least 100 EUR / GBP / CHF / USD is outstanding, or if the event is in the past.
- c) Entry fees will be paid out in the official currency of the country in which the event takes place.
- d) The customer bears risks and advantages resulting from changing currency exchange rates.
- e) RACE RESULT provides the customer a detailed settlement over all transactions.

§ 4 Return Debit Notes and Chargebacks

- a) The event organizer initially bears all costs resulting from return debit notes and credit card chargebacks.
- b) Upon a return debit note or chargeback the participant will be asked to repay the entry fee plus fees resulting from return debit note or chargeback respectively.
- c) The event organizer is aware that credit card chargebacks can come into effect up to 6 months after the initial payment and return debit notes up to 8 weeks respectively.
- d) These costs are deducted from the payout.
- e) The event organizer hereby consents that RACE RESULT charges the aforementioned account in case return debit notes or credit card chargeback occur after the last payout of entry fees.

§ 5 Obligations of the event organizer

- a) The event organizer obliges to use the online registration on my.raceresult.com exclusively for events he organizes himself or he provides services for.
- b) The event organizer is obliged to provide valid and accurate information on the organizers of the event and recipients of payments on the contact page on my.raceresult.com.
- c) The customer obliges to handle possible complications, in particular
 - i. if the entry fees was defined incorrectly
 - ii. if a participant unregisters and reclaims the entry fee

§ 6 Written Form

Any changes or supplements made to this framework contract between RACE RESULT and the customer must be documented in writing. Oral agreements are non-binding.

§ 7 Final provision

Should a provision of this contract be or become void or inadmissible, this shall not affect the validity of the remaining provisions. The invalid or inadmissible provision shall be replaced by a provision which comes as close as possible to the economic purpose of the invalid or inadmissible provision. This also applies to loopholes. The parties shall agree on a valid provision which substitutes the invalid one and comes as close as possible to the economic purpose intended by the parties with the deficient provision.

§ 8 Place of jurisdiction

Place of jurisdiction is Karlsruhe, Germany.

Pfinztal

Sönke Petersen
CEO race result AG

_____ / _____ place, date
_____ name in block letters
_____ your signature (by the account owner)