

General Terms & Conditions (GTC) of the Olympia Bob Run St. Moritz - Celerina

Version dated 31 May 2024

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: the municipality of St. Moritz and the municipality of Celerina/Schlarigna. "Olympia Bob Run" always refers to the shareholders as legal entities.

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 on the website www.olympia-bobrun.ch, the booking of guest rides or vouchers for guest rides on the website <https://booking.stmoritz.com>, all bookings by email or by phone and as well as of all on-site bookings.

3. User restrictions

3.1 Training, competition, guest rides and trial runs

Runs at the track are conducted as "training runs", "competition runs", "trial runs" or "guest rides." The current prices can be found on our website 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). The prerequisite is a valid national Swiss license or an international license of the respective international federations (FIL or IBSF). Athletes who successfully finished the 5-day bobsleigh school, the 4-day monobob school, or the 3-day 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 license but with insurance to participate in training and fun races.

Pushers are allowed to participate in training and fun races without an international or national Swiss license as long as they fulfil the GTC (incl. minimum age) and sign the registration form for the Olympia Bob Run before the first run.

Bei nationalen (Schweizer Meisterschaften und Cuprennen) bzw. internationalen Veranstaltungen (FIL- und IBSF-Rennen) gelten die in den jeweiligen Ausschreibungen bzw. Reglementen genannten Bestimmungen.

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 carried out by trained pilots. Participation in a bobsleigh guest ride is generally possible for anyone who confirms these General Terms and Conditions in writing.

Trial runs from Montis Bolt: Participation in a trial run is generally possible for anyone who confirms these General Terms and Conditions in writing.

3.2 Health requirements for bobsleigh guest rides

Centrifugal forces of up to 5G (five times the body weight) are reached in the corners. If your health is impaired, you should refrain from bobsleighbing, especially in the following circumstances:

- Back and/or neck problems
- Cardiac and/or lung problems
- Circulatory problems
- Osteoporosis (reduction in bone density)
- operations on the spine or herniated discs
- Polyarthritis
- Pregnancy

If in doubt, it is recommended to seek medical advice.

Guests over the age of 70 must present a written medical certificate stating that there are no health reasons against a bobsleigh guest ride. To make a booking, please contact events@olympia-bobrun.ch. It is the responsibility of the person making the booking to observe and respect these restrictions.

3.3 Minimum age

Bobsleigh guest rides: 16 years of age or older, whereby the written consent of a custodial parent must be submitted up to the age of 18.

The respective minimum age limits for **training and racing** are based on the regulations of the International Bobsleigh and Skeleton Federation (IBSF) and the International Luge Federation (FIL).

Training and competition runs from the top:

Luge, skeleton and monobob: 13 years of age or older, whereby the written consent of

a parent with custody and a valid national Swiss or international license must be presented up to the age of 18.

2-man bobsleigh and 4-man bobsleigh: 15 years of age or older, whereby the written consent of a parent with custody and a valid national Swiss or international license must be presented up to the age of 18.

Training and competition runs from Montis Bolt:

Luge, skeleton and monobob: 13 years of age or older, whereby the written consent of a parent with custody and a valid national Swiss license or a valid international license must be presented up to the age of 18. Swiss athletes (without an international license) who take part in events as part of Swiss Sliding's trial runs (the athlete's participation must be confirmed by an authorised signatory of Swiss Sliding) may ride from the age of 13 with the signature of a parent or guardian.

Training and competition runs from Horse Shoe:

Luge and skeleton only: 10 years of age or older, whereby the written consent of a parent with custody and a valid national Swiss license or a valid international license must be presented up to the age of 18.

3.4 Prohibition of alcohol and drugs

The use of the bobsleigh run under the influence of alcohol, drugs or other mind-altering substances is strictly prohibited.

3.5 Alcoholic beverages

Alcoholic drinks may not be placed, deposited or consumed in the start and finish areas or any of the changing rooms. This does not apply to the catering establishments on the bobsleigh run. Offences will result in a ban from the premises. Exceptions may be authorised by prior agreement with the management.

3.6 Monitoring

Athletes and coaches who wish to observe outside the spectator areas during training sessions or races must comply with the instructions of the track staff and management. They carry out this activity at their own risk and are personally liable for any damage they cause. Video recordings, as well as time and speed measurements etc., may only be carried out with the agreement of the track management. The results must be made available to all interested athletes.

3.7 Spectators

The Olympia Bob Run determines which events are subject to an entrance fee. The admission prices are published on the website www.olympia-bobrun.ch. Prices are subject to change without notice. A stay in the restaurant or on the terrace of the Gunter Sachs

Lodge does not release you from the obligation to pay the admission fee on race days for which admission is compulsory.

If races have to be cancelled or may only be held without spectators, a refund of the entry ticket(s) is possible. The Olympia Bob Run will not cover any costs for travel, hotel etc. in the event of cancellation or if the races are held without spectators.

Spectators must comply with the instructions of the security service, the track staff and the speaker. Standing on bridges/crossings, sitting or standing above corners or on the side walls of the track (bancinas), throwing snowballs and leaning into the track is strictly prohibited. Photographing with a flash is also strictly prohibited.

4. Bobsleigh guest rides

4.1 Booking/Registration

The bobsleigh guest rides can accommodate a maximum of two guests per bobsleigh. The guests are seated between the pilot and the brakeman. A binding bobsleigh guest ride contract is concluded with the online booking on the websites www.olympia-bobrun.ch or <https://booking.stmoritz.com>, the booking by e-mail or by telephone. The booking confirmation is sent by e-mail together with the access information for the guest portal.

The date and time of the guest bobsleigh ride can be specified online in the guest portal on the websites www.olympia-bobrun.ch or <https://booking.stmoritz.com>, by e-mail or by telephone. Each guest bobsleigh ride must be allocated to a specific person, stating their e-mail address. If the person has not already registered on the website www.olympia-bobrun.ch, they will be asked to provide their first name, surname, address and telephone number by e-mail. Each participant must confirm that he/she has taken note of these GTC and agrees to them.

For bookings by e-mail or telephone, a deposit of at least CHF 150 per person and ride must be guaranteed. The amount will be debited by credit card. The difference must be paid at the Info Point on the day of the ride.

Regardless of the type of booking, each participant must confirm the GTC of the Olympia Bob Run in writing at the Info Point immediately before their bobsleigh guest ride. The GTC are available at the Info Point. Furthermore, the provisions of point 16 of these GTC apply.

4.2 Cancellation/Change of Date

There is no right of cancellation. Any claim for reimbursement or postponement of a booked bobsleigh guest ride is excluded. A bobsleigh guest ride is valid for two seasons.

If circumstances justify it, the Olympia Bob Run may in individual cases, at its own discretion, agree to postpone a bobsleigh guest ride by a maximum of 1 year (e.g. in the

event of pregnancy, illness and accident etc.; in these cases, the reason for postponement must be documented with a doctor's certificate). The purchase price will not be refunded. In the event of cancellation or postponement, the Olympia Bob Run will not cover any costs for travel, hotel etc.

4.3 Pricing

The currently valid prices for guest bobsleigh rides and other offers are published on the websites www.olympia-bobrun.ch and <https://booking.stmoritz.com>. Prices are subject to change without notice.

4.4 Payment

Payment must be made by credit card immediately upon booking.

5. Training, competition runs and schools

5.1 Reservation/Registration

After initial registration, each athlete will receive a username and password for access to their portal. All bookings for training runs and registrations for competition runs and schools can be made in the portal. A binding training, competition or school contract is concluded with the booking on the website www.olympia-bobrun.ch.

Registration for competitions must be completed online by **12.00 pm*** and for training sessions by **4.00 pm*** on the day before. Late registrations* can be authorised by the Olympia Bob Run management in exceptional cases for a fee of CHF 20 per training/race. Late registrations must be sent in writing by e-mail to events@olympia-bobrun.ch before the respective training/race. The fee of CHF 20 must be paid at the Info Point before the respective training/race.

* The complete team must be registered for each training session and race (2-man and/or 4-man bobsleigh). The person making the booking is responsible for ensuring that all athletes in his/her team are registered in the portal. The Olympia Bob Run declines any liability for improper registrations and actions.

5.2 Pricing

The currently valid rates for training and competition runs and other offers are published on the website www.olympia-bobrun.ch. Prices are subject to change without notice.

5.3 Schools

There may be changes to the timetable for schools. A change to the timetable does not constitute grounds for cancellation. In the event of cancellation on the part of the booker, for whatever reason, no refund will be made.

Please note that participation in a school is not recommended from the age of 60. If participation is expressly desired, a written medical certificate stating that there is nothing to prevent school participation must be presented from this age. To make a booking, please contact us at events@olympia-bobrun.ch.

It is the responsibility of the person making the booking to observe and respect these restrictions.

6. Payment of training and competition runs

Payment must be made immediately (14 days) after receipt of the invoice. Athletes/teams from foreign nations must pay 100 percent in advance for training sessions and races at the time of reservation. An invoice will be issued for this. There will be no refund if the athletes or the respective nations do not take part in the booked dates.

We would also like to point out that the invoice will only be sent to the athlete concerned. It is not possible to transfer the invoice.

In addition, the management has the right to demand advance payment from individual athletes. In this case, runs are only possible once all outstanding invoices and the advance payment have been settled.

In the event of cancellation or postponement of training sessions and races, the Olympia Bob Run will not cover any costs for travel, hotel etc.

7. Starting order

The start lists are displayed in the changing rooms and on the info boards. The starting order is binding and must be adhered to. The teams and athletes must line up at the start immediately after being asked to do so.

8. Start

The start is signalled by the speaker clearing the track, the display of a green light and a bell signal. Athletes may only start once **all three start signals** have been given. In the event of non-compliance, a penalty of CHF 100 per event must be paid at the Info Point.

9. Participation in a competition

A team or athlete can only take part in competitions if the pilot has completed at least two crash-free training runs on the Olympia Bob Run St. Moritz - Celerina within the fortnight preceding the competition. Exceptions are the Swiss Championships, the fun races and the international competitions for which special announcements apply.

Example:

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

2-man bobsleigh training sessions are only valid for 2-man bobsleigh races, whereas 4-man bobsleigh training sessions are also recognised for 2-man bobsleigh races. Bobsleigh guest rides are not recognised as training runs.

Special regulations and entry deadlines for championships and special cup regulations remain reserved. For national and international competitions, the competition regulations of Swiss Sliding, the IBSF and the FIL are authoritative.

10. Award ceremonies

The three first-placed teams or athletes must take part in the award ceremonies. Non-participation in the award ceremony of a Cup race will result in the automatic cancellation of the Grand Prix points scored. Subsequent ranked teams do not benefit from the cancelled points.

Overall ranking of cup races: All athletes who wish to benefit from the bonus rides must be present at the award ceremony of the Grand Prix overall ranking. If they are not present, the bonus rides will not be credited.

11. Training director/Race director

If no special training or race director is designated, the function of training or race director shall be exercised by the management. If a training session or a race is organised without a specially designated jury, the training or race director or the management will exercise the function of the referee.

12. Time sheets/Results

The time and result lists are available online after the end of the training or race and at the Info Point. By accepting the GTC, the athlete or participant in the trial runs agrees that the start and time lists with his/her name, results and photo may be published on the Olympia Bob Run St. Moritz - Celerina website or sent to the media via app or report.

13. Bobsleigh team composition

Men

Training: Mixed teams are permitted in the 2-man and 4-man bobsleigh.*

Race: Mixed teams are not permitted in the 2-man and 4-man bobsleigh.**

Women

Training: Mixed teams are permitted in the 2-woman bobsleigh.*

Race: Mixed teams are not permitted in the 2-woman bobsleigh.**

* The bobsleigh must be pushed by the whole team. Training must not be misused as a sponsor ride. Exceptions may be authorised by the management.

** The management has the right to authorise exceptions in individual cases.

Infringements will be penalised with contractual penalties of CHF 500 per infringement.

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

For safety reasons, the Olympia Bob Run explicitly reserves the right to cancel training, competition, trial runs and bobsleigh guest rides for justified reasons, namely in the event of bad weather conditions, force majeure, etc.

If the organisation of training, competition, trial runs or bobsleigh guest rides is not possible due to weather conditions or other circumstances, the rides will be carried out at another time - at the latest in the following season. There is no right of cancellation, any claim for reimbursement is excluded. If the circumstances justify it, the Olympia Bob Run may agree to the cancellation of training, competition, trial runs and bobsleigh guest rides with a refund in individual cases at its own discretion. In the event of cancellation or postponement, the Olympia Bob Run will not cover any costs for travel, hotel etc.

15. Paramedics and ambulance

In the event of a crash or accident on the track, the athlete, coach, guest or legal guardian of a minor is responsible for obtaining medical treatment. The Olympia Bob Run staff have the right to call an ambulance or helicopter (REGA) at any time at their own discretion. For safety reasons, the Olympia Bob Run does not transport injured persons. The costs for ambulance/helicopter transport or treatment shall be borne by the injured person (see also point 16).

16. Liability and insurance

The use of the bobsleigh track is naturally associated with risks that cannot be completely eliminated despite the greatest possible care. The use of and visit to the bobsleigh track is therefore exclusively at the participant's own risk, regardless of whether they are an athlete (pilot and pusher) or a guest. **Liability claims or claims for damages arising directly or indirectly in connection with the use of and visit to the bobsleigh run are expressly excluded and the Olympia Bob Run is expressly exempt from any liability to the extent permitted by law.**

Insurance cover is the sole responsibility of the users and visitors. The Olympia Bob Run expressly points out that it is strongly recommended that all users and visitors take out appropriate insurance coverage.

In the event of a crash, the Olympia Bob Run will check the track's own equipment (bobsleigh/skeleton/luge/monobob) for damage. The rental contract, which is signed before the runs, includes insurance for damage to the sports equipment.

17. Video recordings/Photos

All runs are recorded by the Olympia Bob Run. Guests have the opportunity to purchase video recordings of their bobsleigh rides for non-commercial use at the Info Point. The purchased video recordings may not be altered and/or further processed. The Olympia Bob Run also has the right to use its own video material for commercial purposes.

No devices may be connected to the Olympia Bob Run equipment for private or commercial use, nor may they be mounted on sports equipment (bobsleigh, skeleton, luge, monobob, helmet, etc.). Exceptions can only be authorised by the track management.

Photographs and films may be taken throughout the Olympia Bob Run area. The Olympia Bob Run accepts no liability for the publication of private or own material.

18. Sled park

In the sled park at the start, only sleds that are in training or racing may be set up. All other sleds must be removed from the start area (exceptions may be authorised by the start manager or the track management).

If sleds have to be re-parked by the track staff, a fee of CHF 300 per event will be charged.

The sled park order is defined by the start manager. Only athletes, coaches, Olympia Bob Run staff and officials are permitted to stay in the sled park. Other persons will be expelled from the sled park. Smoking and animals are not allowed in the sled park.

19. Parking spaces

Access to the start house is prohibited (also for loading and unloading the sleds). The instructions of the track staff must be followed. Vehicles must be parked in the designated car parks in the start and finish areas. Special access and parking regulations remain reserved on the occasion of championships.

Trailers may not be deposited anywhere on the Olympia Bob Run site (exceptions may be authorised by the management). However, even in the case of the above-mentioned exception, bobsleighs and trailers that are not collected from the start and/or finish area within 7 days of the end of the season will be removed by the track management for a fee of CHF 200. The parking fees incurred shall be borne by the owner of the trailer.

20. Workshop

Athletes are only permitted to enter the workshop to carry out repairs with the permission of the start chief and under his/her supervision. The use of the facilities and tools is only permitted with the authorisation of the start chief.

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

21. Speaker and timekeeping office, office on the 2nd floor of the tower

The contact point for all matters is the Info Point.

Unauthorised persons are not permitted to enter the speaker and timekeeping office or the office on the 2nd floor of the tower while the bobsleigh run is in operation. Speakers and timekeepers may only be contacted directly in an extreme emergency.

The intercom system in the start box may only be used to communicate information to the speaker or the timekeeper about changes in training, races, events or bobsleigh guest rides.

22. Track walk

Only athletes and officials are permitted to walk on the track. Track walks may only be undertaken in consultation with the race organisers or after the "Terminato". Track inspections must be carried out with clean and snow-free shoes.

It is strictly forbidden to enter the bobsleigh track if it is snowing or when the track has not been cleared of snow.

23. Radio, loudspeaker systems etc.

The use of the track's communication network (radio, loudspeaker system) is only permitted to specially designated officials.

To contact the tower during operating hours (training, races, bobsleigh races) athletes, trainers, coaches, guest bobsleigh pilots and pushers must use the intercom system in the start area.

When using private radio equipment, the license regulations of the Federal Office of Communications must be observed. The Olympia Bob Run may prohibit the use of private radio equipment if it interferes with the track's radio operations.

24. Sanctions

Violations of these GTC, the competition regulations or the instructions of the responsible staff may result in exclusion from training sessions and competitions.

Runs outside normal operating hours are strictly prohibited. The following sanctions are possible in the event of an offence:

- Application for license withdrawal to Swiss Sliding, the FIL or the IBSF
- Exclusion from training and competitions on the Olympia Bob Run St. Moritz – Celerina
- Cancellation of all points scored in Cup races and withdrawal of prizes received
- Criminal and civil law proceedings

25. Website, e-mail and newsletter

The Olympia Bob Run endeavours to keep the website www.olympia-bobrun.ch and the Olympia Bob Run offer on <https://booking.stmoritz.com> up to date and all content correct. However, any liability or responsibility arising from the use of the websites is excluded.

Communication by e-mail is not secure. Delays and errors may also occur in the delivery of e-mails. Any liability in connection with communication by e-mail is rejected.

The Olympia Bob Run reserves the right to send newsletters to all registered persons. Every newsletter recipient has the option to unsubscribe at any time.

26. Webshop

26.1 Conclusion of the purchase agreement

The presentation of the products in the webshop does not constitute a legally binding offer, but a non-binding online catalogue. By clicking on the "Pay by credit card" button in the shopping basket view, you ("the buyer") place a binding order for the goods contained in the shopping basket. Confirmation of receipt of the order follows immediately after the order has been sent and does not yet constitute acceptance of the contract. The contract is accepted by the Olympia Bob Run by sending a dispatch confirmation by e-mail.

26.2 Shipping costs

The shipping costs vary and depend on the place of delivery. The actual costs incurred will be displayed to the buyer in the shop before the order is finalised. The current shipping costs for deliveries to Switzerland are CHF 10, for deliveries to neighbouring countries CHF 20.

The Olympia Bob Run reserves the right to charge a higher shipping fee for large orders (up to a maximum of CHF 45), whereby this must be agreed with the buyer before the contract is accepted by the Olympia Bob Run.

26.3 Offer (stock) and validity of prices

The prices displayed in the webshop are final prices, are quoted in CHF and include VAT. The prices are valid at the time of ordering.

Any price advantage campaigns and customer discounts are only valid until cancelled. All offers shown in the webshop are valid while stocks last. The Olympia Bob Run kindly asks for your understanding that the sale can only be made in normal household quantities.

26.4 Returns

Goods that the buyer does not like can be returned to Olympia Bob Run within 7 weekdays of receipt of the dispatch confirmation (see contact details in section 26.11, provided the goods are complete, unused and undamaged and are in their original packaging. This regulation only applies to goods that are not individualised (e.g. embossed or engraved) or custom-made. Hygiene articles and sealed goods cannot be returned either.

Returns can be made by post. Alternatively, the buyer can return the consignment to the Info Point during opening hours (see contact details under point 26.11). If available,

the corresponding delivery note or the complete customer details should always be enclosed with a return consignment. Otherwise, Olympia Bob Run will not be able to process the returns correctly. The costs incurred for the return shipment must be borne by the buyer himself/herself.

The buyer should request a dispatch confirmation for the return and keep it. In the event of a lost parcel, the Olympia Bob Run can only credit the return on presentation of the dispatch confirmation.

26.5 Payment

Payment for the order can be made by credit card or PayPal.

26.6 Warranty

The buyer should check the delivered items as soon as possible for obvious material or manufacturing defects. This also includes transport damage. Any defects must be reported to the deliverer immediately upon delivery and to Olympia Bob Run immediately upon receipt of the shipment.

Defects that could not be discovered during a reasonable inspection and only appear later must be reported immediately after their discovery. If the purchaser fails to inspect or report the defect immediately, the goods shall be deemed to have been approved and the purchaser can no longer assert any claims against Olympia Bob Run. Please report defects and complaints by e-mail to events@olympia-bobrun.ch.

The complaint period for the purchased items is a total of 7 weekdays. The statutory warranty period is two years. In the event of defects in the purchased items occurring during these two years and reported in good time, Olympia Bob Run will offer the purchaser either a replacement product of equal value or a reduction in the purchase price. If these two options are out of the question, the purchaser may withdraw from the contract

26.7 Retention of title

All delivered goods remain the property of Olympia Bob Run until full payment has been received.

26.8 Electronic communication

The buyer agrees that contract-related communication may take place in electronic form.

26.9 Printing and data errors

The Olympia Bob Run accepts no liability for any printing errors in advertising material or data errors in the web store due to slight negligence. Olympia Bob Run is not liable for

inadvertently incorrect pricing, errors in illustrations, product descriptions or other texts such as voucher or discount campaigns, nor for late, incomplete or non-delivery.

26.10 Image rights

All image rights are held by the Olympia Bob Run or its partners. Use without express permission is not allowed.

26.11 Contact

Phone: +41 81 830 02 00

E-mail: events@olympia-bobrun.ch

VAT number: CHE-112.909.024 MWST

Address:

Olympia Bob Run St. Moritz - Celerina
Plazza Gunter Sachs
Via Maistra 54
7500 St. Moritz

27. Supporter-Club

The Olympia Bob Run has its own Supporter Club to promote the sport of bobsleigh and skeleton among young athletes. For this purpose, registered users' address files are used for mailings to acquire new members.

28. Applicable law and place of jurisdiction

The legal and contractual relationship with the Olympia Bob Run is subject exclusively to Swiss law. The exclusive place of jurisdiction is St. Moritz.

This document is a translation of the original German version. In case of doubt, the wording in the original German version takes precedence over versions in other languages.

29. Privacy policy

All information on data privacy can be found on the website www.olympia-bobrun.ch.

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