

Performers Team – Terms & Conditions

K2 Sports Europe GmbH (hereinafter referred to as K2) has launched the "K2 Performers Team" project to provide ski instructors and other ski enthusiasts with a platform to support them in practising their sport. This is done through special information from K2, access to a special online shop for team members, as well as other services. The present regulations apply between K2 and the members of the "K2 Performers Team".

I. Basic information on registration and participation

Members of the "K2 Performers Team" can only be natural persons aged 18 or over.

The procedures as well as the prerequisites for the membership are defined by K2. There is no claim to membership. K2 may review the personal data provided by the applicant.

Registration is only over the website (<http://k2skis.com/k2performers>).

In the event of a change of name or address, the member must immediately inform K2 by e-mail.

The member must provide a delivery address in one of the following countries: Germany, Austria, France, Italy, Netherlands, Czech Republic.

K2 reserves the right to expel members with immediate effect from the "K2 Performers Team". Expulsion is done in the case of a gross violation of the interests of the "K2 Performers Team". A gross violation of the interests of the "K2 Performers Team" would be racist, pornographic or immoral comments and/or behaviour by a member, also in public. K2 reserves the right to prosecute members for such comments and/or behaviour (e.g. on the "K2 Performers Team" Facebook page).

II. Data protection

The collection and use of the members' data is exclusively for proper communication with and among "K2 Performers Team" members.

Sharing personal data by the applicant is voluntary and only to the extent necessary for communication. We inform the applicant that the data transmitted to the K2 Headquarter is transferred to the USA and stored there. The applicant for the "K2 Performers Team" agrees to this transfer as well as the use of the marketing data and the appropriate design of the customer service as well as market research.

Any member of the team may, at any time, ask K2 Sports Europe GmbH by sending a written notification (by mail: Seeshaupter Str. 62, 82377 Penzberg, by fax: +498856 901 - 101 or by e-mail: performers@k2sports.de) about any information regarding the details of his/her personal data and, if necessary, the correction, blocking or deletion of this data. The deletion of the data is inevitably linked to an exclusion from the "K2 Performers Team" since communication with the team member can no longer take place.

By uploading data to the "K2 Performers Team" Facebook page or by providing pictures, videos, and other content, such as articles on the "K2 Performers Team" Facebook page or by providing other ways, the team declares membership with the further use of this material by K2 for marketing purposes, among other things on the internet and especially for the use of social media by K2.

If the material of the team member shows persons who are recognizable and who are neither persons of the time history (for example, famous athletes) nor an accessory, the team member must have the written consent of these persons with the use.

III. Membership card

The membership card is only available as a single member card.

The membership card is used as proof of identification for the respective member. It is only valid in person and is not transferable. The code on the membership card entitles you to purchase in the "K2 Performers Team" online shop as well as in the BCA Pro shop. Further conditions for purchasing in the "K2 Performers Team" online shop as well as in the BCA Pro shop can be found in the general terms and conditions at www.bcaproshopeu.com.

K2 reserves the right to develop additional options for the card (e.g. discounts, contests, etc.).

The card must be carefully kept by the member, so that it cannot get into the hands of third parties.

K2 must immediately be informed about loss or misuse.

In case of theft, loss, destruction or damage, a new membership card can be issued. For issuing a replacement card, K2 does not charge any costs. In the event of damage, the old membership card must be returned to K2 before receiving a new membership card. The holder of the membership card is obligated to immediately return a lost and recovered card to K2 upon receipt of the replacement card. In this case, the card may not be used again because it has been blocked.

IV. Contract partner/contact person

K2 is the contract partner and the contact person for members.

V. Partnership with third parties

K2 can enter into partnerships with third parties within the framework of the "K2 Performers Team" and, in particular, be entitled to become officially "sponsors", "partners", "promoters", "supporters" or similar of the "K2 Performers Team".

VI. Liability

K2 assumes no liability for the members of the "K2 Performers Team" and their actions.

VII. Modification of the present conditions

K2 may at any time modify or supplement the present conditions at its own discretion. Basic modifications and additions will be communicated to the member by e-mail. They are deemed to have been accepted if the member continues to use the services of the "K2 Performers Team" or does not contradict the changes by K2 in writing within one month after the announcement, regardless of the continuation of the use, and K2 has pointed out this legal sequence during the announcement.

VIII. Miscellaneous

German law is applicable. The court of jurisdiction is Munich, insofar as the member has no general jurisdiction in Germany.

IX. Severability clause

If individual clauses of the upcoming regulations become wholly or partly invalid, the effectiveness of the other regulations remains unaffected. The ineffective provision shall be replaced by a provision which usually comes closest to the meaning and purpose of the invalid provision in a legally effective manner. The same applies to possible regulation loopholes.

Conditions of Participation for raffles/prize contests

I. Contest participation

Only members of the "K2 Performers Team" are entitled to participate.

The entry must be submitted within the period specified in the contest. The electronically recorded receipt or the postmark of the entry is used to ensure it is received before the deadline.

The contests are partly implemented by K2 in cooperation with various partners.

In order to participate in the contest, it is essential that all personal details correspond to the truth. Otherwise, it may result in disqualification.

II. Exclusion from the contest

Employees of K2, the participating cooperating partners, as well as their dependants, are not allowed to participate.

K2 reserves the right to disqualify persons from the competition in the event of a violation of the conditions of participation and in the case of false personal details.

It also excludes persons who use unauthorized tools or who otherwise benefit from manipulation. In such cases, winnings can also be cancelled and demanded back later.

III. Implementation and processing

The winners are informed by K2 and their names can be published on the websites of K2 and the social networks. The winner expressly agrees with this form of publication.

K2 is entitled to send the information of the winners to the cooperation partners in order to enable the delivery of the prize. If K2 only knows the email address of the winner, the winner is notified via email.

If the winner does not get in touch within eight weeks after sending the notification, the right to claim the prize will be forfeited and a new winner will be chosen by drawing lots. The right to claim the prize shall also be forfeited if the prize cannot be delivered to the winner within 6 weeks of first notification for reasons for which the winner is responsible. For travel grants other, possibly shorter deadlines can also apply. The participating member shall be informed about these deadlines in the scope of the conditions of participation for the contest.

The item presented as a prize in the scope of the contest shall not necessarily be identical with the item won. In fact, there may be differences with respect to the features, model, colour among other things. The prize sponsor can choose another item of average kind and quality which is of similar value as the item presented as the prize. Prizes cannot be exchanged.

The non-cash prizes are sent via a forwarding agency, parcel service or post to the postal address to be given by the winner. Delivery is free within the Federal Republic of Germany. Any additional transport costs and customs duties must be paid by the winner.

Travel prizes can be claimed through direct contact between the winner and K2 or only through contact with the travel partner or a tour operator appointed by him. As long as a travel date is not fixed in the contest itself, the right to decide the dates for the travel is solely reserved by the tour operator or K2. A claim cannot be made for specific travel dates. If the winner does not go on the trip on the date or period specified by K2 or the tour operator, there shall be no claim to the prize any longer. With the confirmation to take the trip, the winner will be subject to the travel conditions of the operator. The winner shall pay for the arrival and departure vis-à-vis the starting point of the trip (airport, railway station etc.), if nothing to the contrary has been specified or expressly agreed in the contest. This also applies to all so-called private costs incurred during the journey (minibar, phone etc.).

If the prize cannot be sent or if it can be sent only under extremely difficult circumstances, the winner receives an equivalent replacement.

The winner also receives an equivalent replacement if the original prize cannot be delivered in the presented version any longer (change in version, seasonal goods etc.).

Cash payment for the prize or any substitution of the prize is not possible under any circumstances.

Any transfer of the prize or the substitution of the prize to third parties is excluded.

Complaints related to the administration of the contest must be submitted in writing to K2 with the details of the contest within 14 days of learning the reason for the complaint. Complaints made by telephone or complaints that are made late cannot be considered.

IV. Premature termination of the contest

K2 reserves the right to suspend or terminate contests at any time without advance notice and without giving reasons. This option can be exercised by K2 especially if proper implementation of the contest can no longer be ensured due to technical (e.g. viruses in the computer system, manipulation or error in the hardware and/or software) or legal reasons. If such a termination is caused due to the actions of a member, K2 can demand compensation for the damage suffered from that person.

V. Liability

Liability regulations of the general conditions for participation are applicable for the "K2 Performers Team".

Furthermore, K2 shall not be liable for material defects and/or defective title of prizes given by the partner.

K2 shall not be liable in the event of insolvency of a partner and for the consequences resulting from it for the implementation of the contest.

For travel prizes, K2 shall not be liable for the consequences of a justifiable change in the travel package or for the justified cancellation of the trip by the tour operator. The option of disbursement of the value of the travel package is excluded.

VI. Miscellaneous

Any recourse to courts of law is excluded in relation to participation in the competition and contests.

“K2 Performers Team” Online-Shop and BCA Pro-Shop

With the code on the membership card, every member is entitled to buy from the “K2 Performers Team” Online-Shop and BCA Pro-Shop. For this a credit card is required. Only cardholders are entitled to purchase. Cardholders may purchase products only for their own use and they may not pass on the purchased products to third parties. Resale of the articles purchased on the online shop is prohibited. K2 reserves the right to pursue any suspicion of misuse and to exclude members from the “K2 Performers Team” if necessary.

For all the further conditions of participation and order information go to www.bcaproshopeu.com.

Cancellation Policy

I. Right of cancellation

You can cancel your contractual declaration in writing (e.g. letter, Fax, email) within a month without specifying reasons or by returning the K2-Performers Starter Kit (known below as the “object”). The period begins at the earliest with the receipt of this instruction and the object.

To comply with the revocation period, timely submission of the revocation or the object is sufficient. The cancellation of the contract must be sent to:

K2 Sports Europe GmbH

Seeshaupter Str. 62

82377 Penzberg

Phone: +49 8856-901-177

Fax: +49 8856-901-101

Email:performers@k2sports.de

II. Consequences of revocation

You must provide us with compensation if you are unable to return the service received in whole or in part or can only return it in a deteriorated condition. This shall not apply to the handing over of objects if the deterioration of the object could only be explained on its inspection, as would have been possible for the purchaser in the shop. In other respects you can avoid the compensation obligation by not taking the goods into use as an owner and refrain from doing anything which reduces their value. Objects that can be shipped as a parcel must be returned. The purchaser will have to bear the costs for returning the objects.

III. Special note

Your right of revocation expires early if your contractual partner began with the performance of the service with your explicit agreement before the end of the revocation period or if you prompted the initiation of the services (for example, by download, etc.).

Your K2 Sports Europe GmbH