



## General Terms and Conditions of Participation in the StaplerCup, the Forklift Truck Driving Championships

### Preamble

The StaplerCup®, the Forklift Truck Driving Championships, is organized by Linde Material Handling GmbH (hereinafter referred to as "Linde MH GmbH"), 63743 Aschaffenburg, represented by the management Andreas Krinninger (CEO), Christophe Lautray, Christian Harm, Dr. Konrad Pagenstert

The StaplerCup is a sports competition among drivers of forklift trucks. Using various industrial trucks (forklifts/pallet trucks, etc.), the drivers complete a timed skills course. In the

- individual disciplines
  - German Forklift Truck Driving Championships, Solo Men/Solo Women (open to anyone with a driving license for industrial trucks) and
- the team disciplines
  - Company Team Championship and
  - NationsCup

a competition is held once a calendar year (exception: NationsCup) to find the champions in those disciplines.

The competition consists of a qualification round with approx. 23 national preliminary rounds nationwide and one grand finale held by Linde MH GmbH. The regional championships are organized by the Linde MH GmbH dealers listed in Section 6 of these Terms and Conditions of Participation.

One participant per regional championship can qualify for the German Forklift Truck Driving Championship, Solo Men. For the German Forklift Truck Driving Championship, Solo Women, the 11 best participants from across all regional championships plus the defending champion from the previous year qualify; the assessment criterion is the quotient obtained by dividing the number of all participants (men and women) in the regional championship attended by the driver by the overall ranking achieved by that driver. The teams for the Company Team Championship qualify via the regional championships based on where their team members place in the overall ranking. A number of other teams are also nominated by Linde MH GmbH without qualifying in advance. Participants qualify for the NationsCup – held at irregular intervals in alternation with a world championship – via the StaplerCups held in the participating countries or by means of nominations.

## **Section 1 Conditions of Participation/Safety Measures**

- (1) Persons in possession of a valid driving license for industrial trucks in accordance with DGUV Principle 308-001 and/or DGUV Regulation 68, who are at least 18 years of age, are eligible to participate.
- (2) Participation in the StaplerCup under the influence of alcohol or drugs or while taking doping substances in accordance with the German Anti-Doping Act (*Anti-Doping-Gesetz*) is not permitted. The condition for exclusion on these grounds is the existence of a reasonable, indicative suspicion. The organizer has the right to conduct random testing.
- (3) It is mandatory to wear safety shoes and appropriate (close-fitting) clothing.
- (4) Adjudicator decisions must be accepted as final.
- (5) The organizer shall notify participants of any organizational measures in good time prior to the start of the event. The organizer is entitled to make participation in the event dependent on certain conditions, such as documents to be provided at the participants' expense, for example and in particular a negative SARS-CoV2 test and/or SARS-CoV2 vaccination certificate or proof of recovery.
- (6) The organizer's instructions, in particular those issued by the adjudicators, must be followed without objection. In the event of infringements that disrupt the smooth running of the event or compromise the safety of other participants, the organizer is entitled to exclude those concerned from further participation in the event.

## **Section 2 Registration**

- (1) Qualified participants shall receive a personal invitation for the grand finale with information on how to register. Participants register for the grand finale in writing via an online form.
- (2) By registering for the competition, participants confirm that they acknowledge the General Terms and Conditions of Participation.
- (3) The winners of a regional championship and the defending champion from the previous year are eligible to participate in the grand finale of the German Forklift Truck Driving Championship, Solo Men.
- (4) The 11 best participants from across all regional championships plus the defending champion from the previous year are eligible to participate in the grand finale of the German Forklift Truck Driving Championship, Solo Women; the assessment criterion is the quotient obtained by dividing the number of all participants (men and women) in the regional championship attended by the driver by the overall ranking achieved by that driver.
- (5) For the Company Team Championship, the teams that qualify based on where their team members place in the overall ranking or that are nominated by Linde MH GmbH without qualifying in advance are eligible to participate in the grand finale.
- (6) For the NationsCup (held at irregular intervals in alternation with a world championship), the teams that qualify via the StaplerCups held in the participating countries or that are nominated by participating countries are eligible to participate in the grand finale.

- (7) The organizer reserves the right to exclude/disqualify a participant from starting if said participant has provided incorrect personal information in his/her registration, e.g., regarding the forklift truck driving license, or there are specific, indicative grounds to suspect that the participant is under the influence of alcohol or drugs at the start.

### **Section 3 Exclusion of Liability, Limitation of Liability**

- (1) The organizer has the right to make changes to the organization of the event or to cancel the event in cases of force majeure or as a result of official orders or for safety reasons. In such cases, the organizer is under no obligation to provide compensation to the participants.

Instances of force majeure include but are not limited to war, war-like conditions, civil commotion, strikes, lawful lockouts, shortages of energy or raw materials, revolution, rebellion, military or civil coup, terrorism, reactor accidents, riots, embargoes, epidemics, pandemics such as COVID-19, fire, hurricane or other catastrophic severe weather conditions, and natural disasters such as earthquakes or landslides.

- (2) The participant shall bear sole responsibility under civil and criminal law for any personal injury, property damage, and financial losses caused by the participant or the industrial truck under the participant's control. The participant shall provide compensation for any damage caused to third parties as a result of the participant's driving of the industrial truck and shall indemnify the organizer from any third-party claims of any kind.

- (3) The organizer's liability for damage of any kind, regardless of the legal nature of the claim asserted, suffered by the participant during or in connection with participation in the event as a result of the conduct of the organizer or the organizer's representatives or vicarious agents is excluded, unless such damage is caused by willful intent or gross negligence on the part of the organizer or the organizer's representatives or vicarious agents. In the case of simple negligence, the organizer is liable only in the event of the breach of an essential contractual obligation whose fulfillment is a prerequisite for proper execution of the contract and upon the adherence to which the participant may regularly rely (cardinal obligation). In these cases, the organizer's liability is limited to the amount of damage foreseeable and typical for the respective contract.

The limitations set out above do not apply to damage arising from death, bodily injury, or harm to health.

- (4) Insofar as the organizer's liability for damages is excluded or limited, such exclusions and limitations also apply to the personal liability for damages of employees, representatives, vicarious agents, and sponsors.

### **Section 4 Data Collection, Personal Rights, and Use of Likeness**

- (1) By registering for the StaplerCup, the participant agrees to the use by the organizer of the image, audio, and video material created of the participant in connection with the event, free of charge and without limitation in terms of location or time, in the following scope:
  - a. Use in the form of dissemination, in particular, the transfer to service providers contracted by the organizer (KEOZ/Content Guys, Moenchengladbach; Jürgen Votava JVID, Aschaffenburg; Boost Studio, Munich), editing, duplication, and publication as part of current reporting relating to the event, for archiving and documentation purposes, or in connection with other StaplerCup events.
  - b. Use on the internet, in particular on the websites [www.staplercup.com](http://www.staplercup.com) and [www.Linde-Drivers-Club.com](http://www.Linde-Drivers-Club.com) and the social media channels of the StaplerCup and Linde MH GmbH, from which the material can be accessed worldwide via the internet.
  - c. Use, in particular publication, dissemination, and duplication, for information and promotional purposes as well as for marketing purposes internally and externally in public and internal media, in particular press releases, print media, digital formats and TV, directly by the organizer or via third parties. Use includes all current and future channels of communication. This applies in particular to the dissemination, arranged or approved by the organizer, of likenesses of the participants in group or individual shots depicted in any form, in particular also the dissemination of such likenesses in the form of event scenes, in order to enable the necessary usage by public and/or private broadcasting organizations and/or other audiovisual media.
- (2) The granting of rights of use in accordance with Section 4(1) includes all currently known and unknown types of use and application.
- (3) The rights of use pursuant to Section 4(1) may be sublicensed and transferred and/or may be exercised by third parties.
- (4) Publication purposes include promoting the event as a fixture in a sustained manner and, to this end, encouraging reporting over the long term, for example including historical retrospects, comparisons of different events, and the showcasing of developments.
- (5) More detailed information about the handling of personal data is provided in the Privacy Policy.

## **Section 5 Helpers, Employees, Service Providers, and Exhibitors**

By participating, all helpers, employees, and contracted service providers and/or exhibitors involved in delivering the relevant event also confirm that they agree to the competition's Terms and Conditions of Participation.

## **Section 6 Companies Organizing the Regional Championships**

Following authorization by Linde MH GmbH, the following companies are entitled to organize one or more regional championships as a qualifying competition for the StaplerCup, the German Forklift Truck Driving Championships, in the capacity of organizer:

1. Carl Beuthhauser Hebe- u. Fördertechnik GmbH, Augustusweg 10, 01109 Dresden
2. Carl Beuthhauser Kommunal- und Fördertechnik GmbH & Co. KG, Regensburger Straße 23, 93095 Hagelstadt
3. Carl Beuthhauser Fördertechnik GmbH, Brückenstr. 18, 16244 Schorfheide
4. Ernst Müller GmbH & Co. KG, Am Steinacher Kreuz 16-18, 90427 Nuremberg
5. FSN Fördertechnik GmbH, Altkarlshof 6, 18146 Rostock
6. Günsel Fördertechnik und Fahrzeugbau GmbH, Poststraße 25 (GVZ), 04158 Leipzig
7. Gruma Nutzfahrzeuge GmbH, Äußere Industriestraße 22, 86316 Friedberg
8. Gruma Fördertechnik GmbH, Daimlerstr. 4, 85748 Garching-Hochbrück
9. Hofmann Fördertechnik GmbH, Silcherstraße 34, 74172 Neckarsulm
10. Jetschke Industriefahrzeuge GmbH & Co. KG, Harburger Chaussee125, 20539 Hamburg
11. Jungbluth Fördertechnik GmbH & Co. KG, Am Mühlengarten 10, 66292 Riegelsberg
12. Linde Material Handling Rhein-Ruhr GmbH & Co. KG, Rotthauer Str. 48, 45309 Essen
13. LINDIG Fördertechnik GmbH, Am Marktrasen 1, 99819 Krauthausen
14. MV Fördertechnik GmbH, Waldecker Straße 4, 99444 Blankenhain
15. Neotechnik Fördersysteme Göthe & Prior GmbH & Co. KG, Piderits Bleiche 8, 33689 Bielefeld
16. Linde Material Handling Rhein-Ruhr GmbH & Co. KG, Rotthauer Straße 48, 45309 Essen
17. Pelzer Fördertechnik GmbH, Karl-Ferdinand-Braun-Straße 18, 50170 Kerpen
18. Richter Fördertechnik GmbH & Co. KG, Carl-von-Linde-Weg 1, 35745 Herborn
19. Sander Fördertechnik GmbH, Friedrich-Oskar-Schimmel-Straße 1, 09120 Chemnitz
20. Schöler Fördertechnik AG, Robert-Bosch-Straße 3-5, 79618 Rheinfelden
21. Suffel Fördertechnik GmbH & Co. KG, Wailandtstraße 11, 63741 Aschaffenburg
22. TRAFÖ GmbH, Wustermark, Bremer Ring 8, 14641 Wustermark
23. Willenbrock Fördertechnik GmbH & Co. KG, Senator-Bömers-Straße 1, 28197 Bremen
24. Willenbrock Fördertechnik GmbH & Co. KG, Kleiner Holzhägen 8, 30559 Hanover

## **Section 7 Final Provisions**

The place of jurisdiction for all claims is Aschaffenburg. German law applies.

Should a provision of these Terms and Conditions of Participation be ineffective, this will not affect the legal validity of the remaining provisions. The ineffective provision shall be replaced by a legally valid provision that reflects the economic content and purpose of the ineffective provision as closely as possible. The same applies to any gaps in the provisions.

Any amendments and additions to these Terms and Conditions of Participation must be made in writing. This also applies to any waiver of the requirement for the written form.

Date: Aschaffenburg, 06/27/2022