



Terms of Participation, Declaration of Consent and Data Protection Information

This English version is a translation provided for convenience. In the event of any discrepancy, the German original (Aschaffenburg, July 2026) shall prevail. German law applies; mandatory consumer protection provisions of the participant's country of residence remain unaffected.

General Terms and Conditions for Participation in the StaplerCup®, the Forklift World Championship

Preamble

The organiser of the StaplerCup, the Forklift World Championship, is Linde Material Handling GmbH (hereinafter referred to as "Linde MH GmbH"), 63743 Aschaffenburg, Germany, represented by its Managing Directors Andreas Krinninger (Chairman), Dr. Karoline Jung-Senssfelder, Ulrike Just, Dr. Frank Schepp.

The StaplerCup is a sporting competition among forklift truck drivers in which skill courses are completed against the clock using various industrial trucks (forklift trucks, pallet trucks, etc.).

The competitions (open to all holders of a licence to operate industrial trucks or of equivalent proof, see § 1(1)) take place in the following disciplines:

- Individual disciplines
 - Men's Forklift World Championship
 - Women's Forklift World Championship
- and the team disciplines
 - Team Forklift World Championship
 - Corporate Cup (not a World Championship)

Once per calendar year, the Forklift World Champion is determined in three disciplines (Men / Women / Team) at the StaplerCup Finals.

The StaplerCup consists of a StaplerCup Regular Season with currently 24 international StaplerCup Forklift World Championship Qualifier competitions (hereinafter referred to as "Qualifier competitions") and the StaplerCup Finals, the Forklift World Championship, staged by Linde MH GmbH. The organisers of the German Qualifier competitions are the authorised dealers of Linde MH GmbH, listed individually in § 7 of these Terms of Participation, as well as Linde MH GmbH itself. The organisers of the international Qualifier competitions are the Linde MH national subsidiaries and the international authorised dealers of Linde MH GmbH, likewise listed individually in § 7 of these Terms of Participation.

Qualification for the Men's Forklift World Championship:

Eligible to start in the StaplerCup Final, the Men's Forklift World Championship, are the winners of a national StaplerCup Forklift World Championship Qualifier competition. In addition, the first three places of the Young Talents Qualifier qualify for participation in the Men's Forklift World Championship. The previous year's StaplerCup title holder is likewise qualified.

Participants start in the Men's Forklift World Championship under the nationality evidenced by their identity document. In the case of dual citizenship, the participant may choose the country for which he wishes to start.

Qualification for the Women's Forklift World Championship:

Eligible to start in the StaplerCup Final, the Women's Forklift World Championship, are the fifteen best participants from all national StaplerCup Forklift World Championship Qualifier competitions. The assessment criterion is the quotient of the total number of female participants at the StaplerCup Forklift World Championship Qualifier competition attended by the driver, divided by the rank she achieved in the overall result. The previous year's StaplerCup title holder is likewise qualified.

The best-placed female participant of each international Qualifier is likewise eligible to start.

Participants start in the Women's Forklift World Championship under the nationality evidenced by their identity document. In the case of dual citizenship, the participant may choose the country for which she wishes to start.

Qualification for the Team Forklift World Championship:

Eligible to start in the StaplerCup Final, the Team Forklift World Championship, are the teams (3 drivers, 1 additional person (optional)) nominated by the respective national subsidiary. Team places may be allocated by way of the best-placed rule or by allocation. The national subsidiaries may nominate the three best-placed drivers from the national Qualifier competitions or from the previous year's StaplerCup Final; alternatively, they may nominate a team irrespective of placement. National affiliation is determined by the country in which the team members completed the national StaplerCup Forklift World Championship Qualifier competition and in which they are resident. In the longer term, nomination by way of the best-placed rule is intended.

Qualification for the Corporate Cup:

Eligible to start in the Corporate Cup Final are the teams that qualify via the national StaplerCup Forklift World Championship Qualifier competitions (previously regional championships) through the placements of their team members in the overall ranking, or on the basis of nomination by Linde MH GmbH without prior qualification (places for sponsoring partners or wildcard places; national and international teams are eligible for nomination). The previous year's title-holding team of the Corporate Cup is likewise qualified.

The following Terms of Participation are structured as follows:

- 1) § 1 Conditions of participation / safety measures
- 2) § 2 Code of conduct
- 3) § 3 Registration
- 4) § 4 Exclusion and limitation of liability
- 5) § 5 Publication of results, reporting and use of images
- 6) § 6 Helpers, staff, service providers and exhibitors
- 7) § 7 Driver Information System (DIMS)
- 8) § 8 Companies staging the Regular Season with the national StaplerCup Forklift World Championship Qualifiers (previously regional championships and international preliminary rounds)
- 9) § 9 Final provisions

§ 1 Conditions of participation / safety measures

- (1) Eligible to start are holders of a valid licence to operate industrial trucks in accordance with DGUV Principle 308-001 or DGUV Regulation 68 who are at least 18 years of age.

For international drivers who do not hold a valid licence to operate industrial trucks in accordance with DGUV Principle 308-001 or DGUV Regulation 68, proof of adequate and sufficient qualification to operate industrial trucks must be verified at the national StaplerCup Forklift World Championship Qualifier competitions during the Regular Season. It is incumbent on the nominating Linde MH national subsidiary / the international authorised dealers to furnish proof of sufficient qualification in the form of driving licences, certificates or evidence of training. Missing evidence may result in disqualification.

- (2) Employees of the KION Group (including all its subsidiaries), in particular of Linde MH GmbH, of the Linde MH authorised dealers and employees of the Linde MH national subsidiaries / international authorised dealers are excluded from participation in the StaplerCup in the disciplines Men's Forklift World Championship, Women's Forklift World Championship and as active drivers (this does not apply to the 4th, passive team member) in the Team Forklift World Championship.
- (3) Participation in the StaplerCup under the influence of alcohol or drugs, or the taking of doping substances within the meaning of the German Anti-Doping Act (AntiDopG), is not permitted. Exclusion requires specific circumstantial suspicion. The organiser has the right to carry out random testing.
- (4) The wearing of safety shoes and of suitable (close-fitting) clothing is mandatory. The official clothing issued by the organiser (driver shirts, caps or further equipment) for the respective current year must be worn in the arena (hall) and during interviews and film and photographic recordings.
- (5) Referee decisions must be accepted as final decisions on matters of fact.
- (6) The instructions of the organiser, in particular those of the referees, must be followed unconditionally and without objection. In the event of contraventions which disrupt the proper running of the event or endanger the safety of the other participants, the organiser is entitled to exclude the person concerned from further participation in the event.
- (7) The organiser will notify participants of organisational measures in good time before the start of the event. In the event of epidemics or pandemics, the organiser is entitled to make participation in the event subject to conditions, such as documents to be furnished at the participants' expense (proof of vaccination or recovery).

§ 2 Code of conduct

- (1) Linde Material Handling GmbH, as part of the KION Group, undertakes to comply with the KION Group Code of Compliance ("KGCC") within its organisation and in the business relationships affecting it, and also expects participants to comply with the legal and ethical principles within the framework of their own codes of conduct.
- (2) It is prohibited to use the StaplerCup event for politically motivated statements or statements glorifying war, or for religious, discriminatory or racist statements, demonstrations, gestures or messages. Contraventions result in immediate, lifelong exclusion from the StaplerCup. Further possible penalties or criminal prosecution remain unaffected.

§ 3 Registration

- (1) The field of participants is made up of those who have qualified in the Regular Season with the international Qualifier competitions, the modalities of which are set out in detail in the preamble, and who are officially invited to the StaplerCup Finals by the organiser.
- (2) The qualified participant and the qualified teams receive a personal invitation setting out the registration modalities for the StaplerCup Finals. Registration for the StaplerCup Finals is made in writing via an online form.

- (3) By registering for the competition, participants accept the general Terms of Participation.
- (4) The organiser reserves the right to exclude or disqualify a participant and/or entire teams from the start where they contravene the conditions of participation set out in § 1 or applicable law.

§ 4 Exclusion and limitation of liability

- (1) The organiser is entitled to make changes to the staging of the event or to cancel the event in cases of force majeure, on the basis of official orders, or for safety reasons. In such cases the organiser is under no obligation to pay damages to the participants.

Force majeure includes in particular war, conditions akin to war, riot, strikes, lawful lock-outs, shortage of energy or raw materials, revolution, rebellion, military or civil coup, terrorism, nuclear accidents, civil unrest, embargo, epidemics, pandemics such as COVID-19, fire, hurricanes or other storms of catastrophic proportions, and natural events such as earthquakes and landslides.

- (2) The participant bears sole civil and criminal responsibility for all personal injury, property damage and financial loss caused by the participant or by the industrial truck operated by the participant. The participant must compensate all damage caused to third parties as a result of the participant's operation of the industrial truck and must indemnify the organiser against any and all third-party claims of whatever nature.
- (3) Liability of Linde MH GmbH for damage of any kind whatsoever, irrespective of the legal nature of the claim asserted, incurred by the participant during or in connection with participation in the event as a result of conduct on the part of Linde MH GmbH, its representatives or vicarious agents, is excluded, except in cases where the damage was caused by Linde MH GmbH, its representatives or vicarious agents through intent or gross negligence. In the case of slight negligence, Linde MH GmbH is liable only for breach of a material contractual obligation, the fulfilment of which is essential to the proper performance of the contract and on the observance of which the participant may regularly rely (cardinal obligation). In such cases, Linde MH GmbH is liable only up to the amount of the foreseeable damage typical for this type of contract.

The above limitations do not apply to damage arising from injury to life, body or health.

- (4) Insofar as the organiser's liability in damages is excluded or limited, this also applies with regard to the personal liability in damages of its employees, representatives, vicarious agents and sponsors.

§ 5 Publication of results, reporting and use of images

- (1) By registering for the StaplerCup, the participant consents to the use, free of charge and without restriction as to territory or time, by the organiser of the image, sound or video material created by the participant in connection with the event, to the following extent:
 - a. Use in the form of distribution, in particular transfer to the service providers commissioned by the organiser (KEOZ GmbH, Mönchengladbach; Content Guys, Mönchengladbach; Bert Willer/birdyfoto, Munich; UNIQservices GmbH, Hofheim), editing, reproduction and publication in the context of current reporting on the event, for archiving and documentation purposes or in connection with further StaplerCup events.
 - b. Use on the internet, in particular on the website www.staplercup.com, in the StaplerCup newsletter and on the social media channels of the StaplerCup, of Linde Material Handling GmbH or of associated companies of the KION Group, from which the materials can be accessed worldwide via the internet.
 - c. Use, in particular publication, distribution and reproduction, for informational, promotional and marketing purposes, both internally and externally, in public and in-house media, in particular press releases, print media, digital formats and TV, either directly by the organiser or via third parties. The use covers all present and future communication channels. This applies in particular to the distribution, arranged or permitted by the organiser, of images of participants as group or individual shots in any form of depiction, and in particular also to

the distribution of such images in the form of event scenes, in order to enable the uses required by public-law and/or private-law television broadcasters and/or other audiovisual media.

- (2) The granting of rights of use pursuant to § 5(1) covers all currently known and unknown types of use and exploitation.
- (3) The rights of use pursuant to § 5(1) may be sub-licensed and transferred and/or exercised by third parties.
- (4) The purpose of publication also includes promoting the event as an institution as sustainably as possible and, to that end, fostering reporting in the long term, for example also through historical retrospectives, comparisons of different events and the depiction of developments.
- (5) Details on the handling of personal data are governed in more detail in the Data Protection Information.

§ 6 Helpers, staff, service providers and exhibitors

All helpers, staff and commissioned service providers or exhibitors involved in the staging of the respective event likewise declare their agreement, through their participation, to the Terms of Participation of the competition.

§ 7 Driver Information System (DIMS)

- (1) For the organisation, staging, documentation and sporting classification of the StaplerCup events, the organiser operates an internal Driver Information System (DIMS), available at <https://www.staplercup-dims.de>. This expressly includes the use of the data for the preparation and delivery of live commentary on the competitions.
- (2) Event-related personal data of participants is processed in the Driver Information System. This covers in particular surname and first name, image material (e.g. participant and competition photographs), details of participations, placements and competition histories, as well as event-related notes, among other things in support of the event commentary and reporting.
- (3) The processing of data in DIMS takes place exclusively for the purposes of sporting delivery, results management, historical documentation, media coverage and internal and external communications in connection with the StaplerCup and the Forklift World Championships.
- (4) The Driver Information System is an internal system of the organiser. The data stored there is passed on only within the scope of the uses governed in these Terms of Participation and in compliance with the applicable data protection provisions. Details are governed in the Data Protection Information.

§ 8 Companies staging the Regular Season with the national StaplerCup Forklift World Championship Qualifiers

The companies which, following authorisation by Linde MH GmbH, are entitled to stage as organiser one or more StaplerCup Forklift World Championship Qualifiers within the framework of the Regular Season as a qualifying competition for the StaplerCup Finals, the Forklift World Championship, are listed at the following link: <https://www.staplercup.com/de/Der-StaplerCup/Termine/>

§ 9 Final provisions

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

Should any provision of these Terms of Participation be invalid, the legal validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a legally valid arrangement which comes closest to the economic sense and purpose of the invalid provision. The same applies to gaps in the provisions.

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

II. Data Protection Information (duties to provide information)

(1) Controllers responsible under data protection law:

Responsible for the processing of personal data are the following joint controllers (hereinafter the “Controllers”) within the meaning of Art. 26 GDPR:

1. First Controller:

Linde Material Handling GmbH
Carl-von-Linde-Platz
63743 Aschaffenburg, Germany
Email: info@linde-mh.de

2. Second Controller:

The respective organiser of the event. The specific company concerned can be found in the Terms of Participation under § 7 Companies staging the national StaplerCup Forklift World Championship Qualifiers (previously regional championships and international preliminary rounds).

(2) Personal data collected, purposes of processing and retention period

Within the framework of the StaplerCup, the personal data of participants listed in the table below is collected for the following purposes:

1. Registration and staging of the event:

The personal data required for registration and for staging the event is requested from participants in the registration form.

2. Documentation of the event / publication and use for corporate communications:

a. For the purpose of publication and use for corporate communications, personal data is published on the website www.staplercup.com, in results press releases and in digital and print media as part of the reporting – in particular also in rankings (ranking and results lists) – and, as part of the reporting, where applicable in connection with photographs of the individual participant or of several participants, and is made available to the reporting media for use for reporting purposes.

b. Where a participant achieves one of the first three places at the respective national Qualifier competitions (previously regional championships or international preliminary rounds) or at the StaplerCup Finals, the Forklift World Championship, in the disciplines Men's Forklift World Championship / Women's Forklift World Championship / Team Forklift World Championship / Corporate Cup (not a World Championship), the aforementioned personal data of the participant referred to in this item is published, together with a photograph of the award ceremony, on the website www.staplercup.com and is in this way made available to the media reporting on the results and provided for retrieval and download.

3. Statutory retention periods / retention period:

Participant data is retained and stored for as long as this is necessary for the purpose for which the data was lawfully collected, or for as long as retention is prescribed by statutory or legal obligations. Where such statutory or legal retention obligations exist, the data is blocked or erased once those retention obligations end.

4. The table below illustrates the personal data requested from participants in the registration form, together with the respective purpose of use, the respective legal basis and the retention period. Mandatory information is marked with an asterisk (*). Data marked in the table with a double asterisk (**) is requested from the participant on the basis of consent and on a voluntary basis.

PERSONAL DATA	PURPOSE	PUBLICATION	PARTICULARS	LEGAL BASIS	RETENTION PERIOD
Form of address (Mr/Ms)	Purpose 1: Registration and staging of the event	Yes, where applicable		Art. 6(1)(b) GDPR	Until the end of StaplerCup 2026 communications, at the latest 6 months after the end of StaplerCup 2026
First name, surname *	Purpose 1: Registration and staging of the event Purpose 2: Documentation of the event / publication and use for corporate communications	Purpose 1: Yes, where applicable Purpose 2: Yes		Purpose 1: Art. 6(1)(b) GDPR Purpose 2: Art. 6(1)(b) GDPR	Purpose 1: Until the end of StaplerCup 2026 communications, at the latest 6 months after the end of StaplerCup 2026 Purpose 2: Until the StaplerCup and its communications are finally discontinued
Telephone number, mobile telephone number *	Purpose 1: Registration and staging of the event	No		Art. 6(1)(b) GDPR	Until the end of StaplerCup 2026 communications, at the latest 6 months after the end of StaplerCup 2026
Address: street, house number, postcode, town, country *	Purpose 1: Registration and staging of the event Purpose 2: Documentation of the event / publication and use for corporate communications	Purpose 1: Yes, where applicable – place of residence only Purpose 2: Place of residence	Only the place of residence is published	Purpose 1: Art. 6(1)(b) GDPR Purpose 2: Art. 6(1)(b) GDPR	Purpose 1: Until the end of StaplerCup 2026 communications, at the latest 6 months after the end of StaplerCup 2026 Purpose 2: Until the StaplerCup and its communications are finally discontinued
Country for which the driver competes	Purpose 1: Registration and staging of the event Purpose 2: Documentation of the event / publication and use for corporate communications	Purpose 1: Yes, where applicable, event commentary Purpose 2: Yes	Question: in the case of dual nationality, for which country does the driver compete? This must be evidenced by a valid document. Relevant only for international competitions.	Purpose 1: Art. 6(1)(b) GDPR Purpose 2: Art. 6(1)(b) GDPR	Purpose 1: Until the end of StaplerCup 2026 communications, at the latest 6 months after the end of StaplerCup 2026 Purpose 2: Until the StaplerCup and its communications are finally discontinued
Email address *	Purpose 1: Registration and staging of the event	No	For notification purposes	Art. 6(1)(b) GDPR	Until the end of StaplerCup 2026 communications, at the latest 6 months after the end of StaplerCup 2026
Year of birth * Day/month **	Year of birth * / Purpose 1: Registration and staging of the event Year of birth * / Purpose 2: Documentation of the event / publication and use for corporate communications Day/month ** / Purpose 3: Public birthday greeting on finals day	Purpose 1: Yes, where applicable, age / year of birth only, for driver presentation and facts for the event commentary Purpose 2: Yes Purpose 3: Public birthday greeting on finals day where the birthday coincides		Purpose 1: Art. 6(1)(b) GDPR Purpose 2: Art. 6(1)(b) GDPR	Purpose 1: Until the end of StaplerCup 2026 communications, at the latest 6 months after the end of StaplerCup 2026 Purposes 2 and 3: Until the StaplerCup and its communications are finally discontinued
Have you taken part in a StaplerCup before? * (yes/no)	Purpose 1: Registration and staging of the event	Yes, where applicable, for the event commentary and driver presentation		Art. 6(1)(b) GDPR	Until the StaplerCup and its communications are finally discontinued
Clothing size * (select size)	Purpose 1: Registration and staging of the event	No	Provision of official driver clothing	Art. 6(1)(b) GDPR	Purpose 1: Until the end of

PERSONAL DATA	PURPOSE	PUBLICATION	PARTICULARS	LEGAL BASIS	RETENTION PERIOD
					StaplerCup 2026 communications, at the latest 6 months after the end of StaplerCup 2026
First name, surname and age range of accompanying persons for the purpose of hotel bookings **	Purpose 1: Registration and staging of the event	No	Optional question only, where required	Art. 6(1)(b) GDPR	Purpose 1: Until the end of StaplerCup 2026 communications, at the latest 6 months after the end of StaplerCup 2026
Expected number of accompanying persons – adults, adolescents, children	Purpose 1: Registration and staging of the event	No	Optional question only, where required	Art. 6(1)(a) GDPR	Purpose 1: Until the end of StaplerCup 2026 communications, at the latest 6 months after the end of StaplerCup 2026
I am employed by a company. **	Purpose 1: Registration and staging of the event	No		Art. 6(1)(b) GDPR	Until the end of StaplerCup 2026 communications, at the latest 6 months after the end of StaplerCup 2026
Place achieved	Purpose 2: Documentation of the event / publication and use for corporate communications	Yes		Art. 6(1)(b) GDPR	Until the StaplerCup and its communications are finally discontinued
Time achieved	Purpose 2: Documentation of the event / publication and use for corporate communications	Yes		Art. 6(1)(b) GDPR	Until the StaplerCup and its communications are finally discontinued
Photograph of the award ceremony	Purpose 2: Documentation of the event / publication and use for corporate communications	Yes		Art. 6(1)(b) GDPR	Until the StaplerCup and its communications are finally discontinued
Where applicable, photographic and video recordings of the participant	Purpose 2: Documentation of the event / publication and use for corporate communications	Yes		Art. 6(1)(b) GDPR	Until the StaplerCup and its communications are finally discontinued
Gender	Purpose 2: Documentation of the event / publication and use for corporate communications	Yes	Only where one of the first three places is achieved: disciplines Men's Forklift World Championship / Women's Forklift World Championship	Art. 6(1)(b) GDPR	Until the StaplerCup and its communications are finally discontinued
Participant list: – Name – International authorised dealer / national subsidiaries	Purpose 4: Statutory retention periods				10 years after the close of the financial year, under the statutory retention obligation

5. Where photographic recordings are made of you, these are necessary for the performance of the contract pursuant to Art. 6(1)(b) GDPR. Further details can be found in the Terms of Participation under § 5 Publication of results, reporting and use of images.

6. Employees of a company must provide the following additional data if they wish to take part in the Corporate Cup. This must be agreed with the employer in advance. Subsequent registration is not possible. (Mandatory information is marked with an asterisk (*)):

PERSONAL DATA	PURPOSE	PUBLICATION	PARTICULARS	LEGAL BASIS	RETENTION PERIOD
Company name * with address * (street, house number, postcode, town)	Organisational purposes	No		Art. 6(1)(a) GDPR	Until the end of StaplerCup 2026 communications, at the latest 6 months after the end of StaplerCup 2026

(3) Categories of recipients:

Data may be passed on to third parties within the scope of fulfilling the purposes named above. Where this is the case, the Controllers have ensured by contractual arrangements that the transfer and processing of data, irrespective of the place of processing, complies with the level of data protection required by the GDPR. Such categories of recipients are:

- o Media (print / TV / streaming / digital / radio, where applicable)
- o Hotels
- o StaplerCup organisation, such as event commentary / graphics service providers / communications agency
- o Participant management

(4) Data protection officer of Linde MH GmbH:

For questions, please contact the Group Data Protection Officer, Thea-Rasche-Straße 8, 60549 Frankfurt am Main, Germany, tel.: +49 69 20110 0, email: dataprotection@kiongroup.com.

(5) Rights of data subjects:

- a. Right to lodge a complaint: You have the right to lodge a complaint with a supervisory authority.
- b. You have the following rights vis-à-vis each Controller in respect of the personal data concerning you:
 - o Right of access
 - o Right to rectification
 - o Right to erasure
 - o Right to restriction of processing
 - o Right to data portability
 - o Right to object

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