

Registration / use of Turnfest-Portal for club representatives / Turnfest Admins

to register club members for Gymnastics Festivals (Turnfest), competitions, events, congresses, etc., to apply for PluspunktGesundheit (Pluspoint Health) and to apply for competition starting rights.

Dear gymnastics enthusiast,

We are pleased that you would like to register your club members for Gymnastics Festivals (Turnfest), events, congresses, etc. or to apply for PluspunktGesundheit (Plus Point Health) online via DTB-GymNet, etc. Enclosed with this letter you will receive your registration documents for GymNet / TURNPORTAL. DTB-GymNet and TURNPORTAL are operated by DigiTurnGmbH on behalf of the Deutscher Turner-Bund e.V (German Gymnastics Association) (DTB), which sets up and operates a digital infrastructure for networking athletes, clubs and associations. Your registration is made in the name of the club for which you wish to use GymNet /TURNPORTAL.

By registering, you declare that you are authorised to represent the association in legal transactions. By registering and receiving the corresponding access data, a contract is concluded between the club you represent and DigiTurn GmbH. The attached Terms of Use are hereby incorporated into the contract.

For your registration we need some information that is necessary for identification and authorisation:

- Club name,
- Regional Gymnastics Association,
- District/county,
- DTB club number,
- Your surname and first name,
- Your date of birth in the form: DD.MM.YYYY,
- Your e-mail address,
- Date / your signature / legally binding signature and stamp of the club.

Please complete the designated authorisation form and send it back to us (by fax or post). After we have reviewed your information, you will receive your login and password via e-mail. The contract for the use of GymNet / TURNPORTAL is established upon sending these access details.

The login allows you to register yourself and your club members for all events / competitions / conferences, etc. offered in GymNet. The online registration will be activated for the entire registration period on the start date of the respective event.

Further information about access as well as the registration and reporting of your members can be found in the user instructions. Should you have any questions regarding the event / competition, the respective contact persons will be happy to assist you.

With registration in GymNet, you will receive the following standard permissions:

- Registering individuals for an event on behalf of your club and booking the corresponding services (e.g., Turnfest, competition),
- Managing individuals in your club,
- Managing your club's members.

The following permissions are only granted if explicitly requested by ticking the appropriate box on the authorisation form:

- Applying for the Pluspunkt Health for your club,
- Applying for competition starting rights for your club members. For this, you will automatically be redirected from GymNet to the TURNPORTAL.

Your data and the data of your members will be processed as part of using GymNet / TURNPORTAL. For more details, please refer to the attached Terms of Use.

The web address for GymNet is: www.dtb-gymnet.de. We look forward to your online registration.

Your GymNet Team

Name/Address of Club - DTB Club Number (if known)



Deutscher Turner-Bund e.V. (German Gymnastics Federation)
GymNet-Adminverwaltung
Otto-Fleck-Schneise 8
60528 Frankfurt/Main

or Fax: +49 (0)69-67801-111 E-Mail: admin.gymnet@dtb.de

Stamp of receipt

Application for Authorisation to Use the GymNet / TURNPORTAL Internet Applications

We hereby request the issuance of a login (login code and password) for the use of GymNet / TURNPORTAL for the person named below, who is a member of our club.

Please fill in clearly using block capitals!

Salutation	Title	Club function	Standard rights in GymNet <input checked="" type="checkbox"/> register for event <input checked="" type="checkbox"/> manage people <input checked="" type="checkbox"/> manage members Requested additional rights <input type="checkbox"/> Apply for Pluspunkt Gesundheit <input type="checkbox"/> Apply for starting rights (TURNPORTAL)
Surname*	First Name*	Date of Birth*	
Street *		House number*	
County code	Postcode*	City*	
Telephone	Fax	Mobile	
E-Mail-Address*			

(* = required!)

Guidelines for Use and Data Protection

We would like to inform you that with the login provided to you, bookable events are only open to you from the start of registration until the registration deadline. You are obliged to treat the personal access authorization (login) provided to you, along with the password assigned to you, as strictly confidential and not to disclose it to anyone. Your access code only entitles you to edit the areas/events for which you are responsible. Editing other areas is not permitted. Furthermore, you undertake to immediately notify the GymNet administrator (admin.gymnet@dtb.de) by email in the event of a loss of password (or if your password unintentionally becomes known to third parties). We will then promptly arrange for the suspension of your access authorization. A new access authorization can only be issued by us. The association, as a legal entity, is liable for the services ordered/obligations entered into by the authorized person, as well as their other actions in GymNet/TURNPORTAL.

"The attached Terms of Use are acknowledged with the signatures below."

Date*	Signature of the login recipient*	Stamp / legally binding signature of the association*
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Internal processing notes

Date / sign admin right granted

Admin request GymNet 01/2021

Term of Use „GymNet / TURNPORTAL“

These Terms of Use (here: "**Terms of Use**") apply to the use of the services "GymNet / TURNPORTAL" (here: "**services**" or "**GymNet / TURNPORTAL**") provided by DigiTurn GmbH, Frankfurt am Main (here: "**DigiTurn**"), by the user (here: "**user**"). If you use the services in your respective role as the responsible person of a club, the usage agreement with DigiTurn is not made with you as a natural person, but with the club you represent, which becomes a user within the scope of these Terms of Use. If you are not authorized to represent your club, you may not use the services.

These Terms of Use do not govern additional services, such as customization, implementation, hosting, maintenance, etc. The user's General Terms and Conditions are excluded.

1. Services provided by DigiTurn; Contract Conclusion

1.1 The services are operated by DigiTurn for the purpose of facilitating networking between the German Gymnastics Federation e.V., associations, clubs, and athletes (here collectively referred to as "**Participants**"). The services constitute a platform on which Participants can exchange data for the purpose of organizing association activities and sporting events within the framework of the German Gymnastics Federation e.V. (especially for the submission of reports and the management of starting rights).

1.2 GymNet / TURNPORTAL are operated as platforms by DigiTurn on behalf of the German Gymnastics Federation e.V. All parties use the platform each in their own data protection responsibility; DigiTurn processes personal data within GymNet only to the extent necessary for the technical operation of the services. The services provide functionalities that enable data exchange with other parties. The use of these functions is the responsibility of each party in terms of data protection law, meaning that if a user transmits data to another party using GymNet, the user must independently assess whether they are data protection lawfully authorized for this transmission (e.g., due to membership with a club member within the meaning of Art. 6 para. 1 lit. b GDPR).

1.3 The user agreement is concluded when the user enters into a written agreement with DigiTurn (usually by submitting the corresponding application form to DigiTurn and acceptance by DigiTurn, which can also be done by sending the access data; also referred to as "**User Agreement**").

1.4 DigiTurn enables the user to use the service via the Internet free of charge for an indefinite or limited period of time for the duration of the respective agreed usage period.

1.5 The core features and limitations of the services are determined by the functionalities listed and requested in the admin application.

1.6 The user acknowledges that the services are not continuously available. Interruptions in service provision may occur, especially due to maintenance work.

2. User Responsibilities

2.1 The user declares that by storing data within

the services, they do not violate any legal provisions or the rights of third parties (in particular copyright and data protection rights).

2.2 The user also assures not to store any data within the services that may endanger the existence or operation of DigiTurn's data center or network (e.g., computer viruses).

2.3 In the event of a breach of clause 2.1 sentence 1 or clause 2.2, DigiTurn is entitled to remove the unlawful data and/or block access to it. Legal claims for damages against DigiTurn remain unaffected.

3. Limitation of Liability

3.1 Claims for damages are excluded regardless of the type of breach, including unlawful acts, unless intentional or negligent conduct is present.

3.2 In cases of ordinary negligence, DigiTurn is only liable for the breach of such obligations that are essential for the performance of this contract and on whose compliance the user can regularly rely (here: "**material obligations**"). In cases of ordinary negligent breach of material obligations, DigiTurn's liability is limited to the typically foreseeable damage.

3.3 DigiTurn is not liable for damages resulting from data loss to the extent that such damages are attributable to a faulty or interrupted internet connection during data transmission.

3.4 The limitations of liability and exclusions in this clause 3 do not apply to liability for guaranteed characteristics, claims under the Product Liability Act, for fraudulently concealed defects, as well as for damages resulting from injury to life, body, or health.

3.5 To the extent that DigiTurn's liability is excluded or limited, this also applies to employees, workers, representatives, and vicarious agents of DigiTurn.

3.6 Unless expressly agreed otherwise or unless there is a mandatory statutory special regulation for the limitation of defect rights, claims for damages expire within one year from the date of the event giving rise to liability. However, a shortening of the limitation period does not apply in the special cases mentioned in clause 3.4 and in cases of intentional or grossly negligent conduct by DigiTurn.

4. Confidentiality

4.1 All information that one party provides to the other party in connection with the services or the services to be provided under further contracts and which is expressly marked as confidential in writing or recognizable as trade secrets under the circumstances (here with reference to these confidentiality rules: "**Information**"), may only be used for the purposes of these Terms of Use and must be protected by the recipient in the same way against unauthorized access as the recipient treats its own confidential information in cases of equal or similar importance. However, the obligation of confidentiality or restricted use of the information does not apply to information that (i) is publicly available, (ii) the respective party already had access to before disclosure, or (iii) which this party received from third parties without being obligated to confidentiality, or (iv) which this party independently developed regardless of the respective information. The user acknowledges that the software used by DigiTurn to operate the services is economically valuable property of DigiTurn, for the design and development of which DigiTurn has made significant investments and expenses. Software and documentation are also considered information, even if they are not expressly and in writing marked as confidential.

4.2 The user is obliged to keep access data (e.g., passwords, usernames, etc.) strictly confidential and to protect them from third-party access in a secure location. The user undertakes to inform DigiTurn immediately in writing (email is sufficient in this respect) as soon as they become aware that unauthorized third parties are aware of access data.

5. Term/Termination

These Terms of Use apply indefinitely if no usage period has been agreed, until the expiry of the respective agreed usage period, or until they are effectively terminated by one party. If nothing else is specified in the user agreement, termination is possible at any time without observing a notice period.

6. Data Protection

To the extent that the services provided by DigiTurn (hereinafter: "**Services**") also include or require the processing of personal data for which the user is responsible, or access by DigiTurn to such personal data cannot be excluded, this is done on the basis of the following agreement on order processing. GymNet / TURNPORTAL are understood exclusively as tools for the parties to exchange data with each other as far as necessary for their respective tasks. Each user must independently assess whether the provision of data to another user of the services is permissible under data protection law; DigiTurn is not responsible for this assessment (see also clauses 1.2 and 1.3).

6.1 Brief description of order processing: The subject of the order processing is the provision of the Services.

6.2 Scope, nature, and purpose of the intended processing of data, type of data, and circle of data subjects, places of processing, data protection officer.

6.2.1 Scope and nature of order processing: The scope and nature of the services to be provided by DigiTurn result from the agreed user agreement and the present agreement.

6.2.2 Purposes of order processing: Processing of personal data is only carried out for the purpose of providing the services of the user agreement. Processing of personal data is not intended otherwise.

6.3 Affected groups of individuals: Affected groups of individuals whose personal data may be subject to order processing include employees of the user, members of the user, service providers such as speakers or artists, contacts of event venues, as well as volunteers.

6.4 Affected categories of data: The order processing includes the following categories of personal data: name, contact details, email address, club affiliation (in particular club name, regional gymnastics association, district/county, DTB club number), DTB-ID, payment data (e.g., bank details/account).

6.5 States and places of processing: Processing takes place exclusively within the territory of the Federal Republic of Germany.

6.6 Responsibility and scope of authority to issue instructions: The user remains the controller within the meaning of Art. 4 No. 7 GDPR even when processing is outsourced. DigiTurn processes personal data only on documented instruction of the user - also with regard to the transfer of personal data to a third country or an international organization - unless it is obliged to do so by the law of the Union or the Member States to which DigiTurn is subject. The user has comprehensive authority to issue instructions within the framework of the agreed services. Instructions from the user must be given in written form. In urgent cases, instructions may exceptionally be given orally. Oral instructions must be promptly confirmed in writing by the issuer. If DigiTurn is legally obliged to process data, it shall inform the user of these legal requirements before processing, unless such notification is prohibited by the relevant law due to an important public interest. DigiTurn will promptly inform the user if it believes that an instruction violates applicable data protection provisions of the European Union or the Federal Republic of Germany, in particular the GDPR and the BDSG. DigiTurn is entitled to suspend the execution of the corresponding instruction in this case until it is confirmed or amended by the user.

6.7 Confidentiality obligation: DigiTurn ensures that only employees who have committed themselves to confidentiality in writing, especially regarding the obligation to maintain data secrecy and comply with the obligations of this data processing agreement, are used in the performance of the work, or who are subject to an appropriate statutory confidentiality obligation. The affected employees must be familiarized with the relevant data protection provisions beforehand.

6.8 Technical and organizational data security measures: DigiTurn takes appropriate technical and

organizational measures in accordance with Art. 32 GDPR to ensure a level of protection appropriate to the risk, taking into account the state of the art, implementation costs, the nature, scope, circumstances, and purposes of processing as well as the varying likelihood and severity of the risk to the rights and freedoms of natural persons. The user must ensure that the measures taken, which DigiTurn will provide to the user in documented form upon request at any time, correspond to his requirements and needs in view of the data protection responsibilities incumbent upon him. In order to adapt to technological progress, DigiTurn is permitted to implement alternative appropriate technical and organizational measures.

6.9 Subcontractors: The user hereby gives DigiTurn general consent to engage subcontractors (hereinafter referred to as "**subcontractors**") in the provision of services - whether in whole or in part. DigiTurn shall inform the user in documented form at any time of the subcontractors used at the conclusion of this contract upon request. DigiTurn will also inform the user of any intended change regarding the engagement or replacement of other subcontractors. The user has the opportunity to object to the change within a period of two weeks after receipt of this information for good cause in written form. In the event of such an objection, DigiTurn may at its own discretion (i) provide the service without the intended change or (ii) - if continued provision of the service without the intended change is not reasonable for it and an amicable solution between the parties is not agreed upon within a further period of two weeks - terminate the service affected by the change for good cause. Any subcontractors must be carefully selected. Before engaging a subcontractor, DigiTurn must ensure that the subcontractor is capable of implementing the technical and organizational measures provided for in this agreement. DigiTurn will ensure by means of a written contract that the provisions agreed upon in this agreement also apply to subcontractors in terms of content. In particular, the same data protection obligations as set forth in this agreement must be imposed on the subcontractor. The subcontractor must be obliged to implement appropriate technical and organizational measures that correspond to or go beyond the measures provided for in this agreement. If the subcontractor fails to fulfil its data protection obligations, DigiTurn shall be liable to the user for the fulfilment of the obligations of each subcontractor; No. 3 applies accordingly.

6.10 Support for responding to requests from data subjects: The user is responsible for safeguarding the rights of data subjects. If a data subject should directly contact DigiTurn in this regard, DigiTurn will forward this request to the user. However, DigiTurn will, at the user's request and in view of the nature of the processing, assist the user with suitable technical and organizational measures in fulfilling his obligation to respond to requests for the exercise of the rights of data subjects as set out in Chapter III of the GDPR. The respective costs and expenses incurred at DigiTurn are to be reimbursed by the user.

6.11 Support for compliance with the user's obligations: Taking into account the nature of the processing and the information available to it, DigiTurn will assist the user upon request in

complying with the obligations regarding the security of personal data laid down in Articles 32 to 36 of the GDPR. The respective costs and expenses incurred at DigiTurn are to be reimbursed by the user. DigiTurn undertakes to forward inquiries from data protection supervisory authorities to the user. DigiTurn will assist the user in creating the necessary data protection documentation and in responding to inquiries from data protection supervisory authorities. The respective costs and expenses incurred at DigiTurn are to be reimbursed by the user.

6.12 Deletion or return after completion of processing services: DigiTurn shall delete the data provided by the user, including any copies made, at the end of the contractual relationship in accordance with the user's instructions or return it to the user, unless there is an obligation under Union law or the law of the Member States to store the personal data. The user shall confirm compliance with the aforementioned obligation upon request in written form. If additional costs arise due to the return or deletion of the data, these shall be borne by the user. If there is an obligation under Union law or the law of the Member States to store the personal data, DigiTurn shall inform the user thereof, specifying the data or categories of data concerned. Legal retention obligations of DigiTurn shall always remain unaffected and shall be deemed to have been communicated to the user hereby.

6.13 Evidence and verification of compliance with obligations by DigiTurn: DigiTurn is obligated to provide the user with all necessary information to prove compliance with the obligations laid down in Art. 28 GDPR and to enable and assist in inspections - including inspections - conducted by the user or another auditor appointed by him. Inspections are to be limited to one (1) examination within a period of twelve months and to a reasonable extent. If inspections by the user or an auditor appointed by him should be necessary in individual cases, these will be carried out during normal business hours without disrupting operations after prior notification with a reasonable lead time. DigiTurn may make the inspection dependent on prior notification with reasonable lead time and the signing of a standard confidentiality agreement regarding the data of other customers, the technical and organizational measures established, and other confidential information of DigiTurn. If the appointed auditor is in a competitive relationship with DigiTurn, DigiTurn has a right of objection against him. The expenses incurred at DigiTurn pursuant to this clause 6.14 shall be reimbursed by the user.

6.14 Any expenses incurred at DigiTurn are to be reimbursed by the user.

6.15 The duration of this data processing agreement is determined by the duration of the Terms of Use.

7. Final provisions

7.1 These Terms of Use are subject to German substantive law, with the exception of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

7.2 The language of the contract is German.

7.3 Changes to these Terms of Use require written form in the form of a document signed by both parties; this also applies to changes or waivers of this written

form requirement.

7.4 Contrary to clause 7.3, DigiTurn reserves the right to change the Terms of Use at any time at its own discretion. Should DigiTurn change these Terms of Use, DigiTurn will provide the user with notification of the change. DigiTurn undertakes to inform the user in this notification about the change and the user's right to object to such a change in writing within a period of three weeks. If the user continues to use the services after receiving such notification of a change and after the expiry of the aforementioned period, the amended Terms of Use become binding upon expiry of the aforementioned period. If the user objects to the amended Terms of Use, the user agreement ends automatically with immediate effect.