

# **General terms and conditions of business of the company Canyon Bicycles GmbH**

## **for bike tests and roadshows**

### **1. Implementation of the bike test, obligations of the user**

The bike will be loaned to you within the agreed time slot and for the agreed length of time. The prerequisite for this is that you provide us with security that corresponds to the value of the bike. As security, we normally demand your ID card or another valid ID document that is issued in your name as the user.

Only tarmac or gravel roads/paths that are approved for use by cyclists may be ridden on. The bike is used at your own risk.

Before setting off, you should check whether damage or any other abnormality is visible on the bike. If so, this must be reported to Canyon on site when the bike is issued.

The bike may be used within the agreed time slot and for the agreed length of time. The bike must be returned punctually.

The bike may not be given to third parties for use during the test.

Where possible, the bike should not be parked temporarily at a third-party location during the test period. If this is done nevertheless, the bike is to be secured properly against theft. Please secure the bike here with the lock provided by us. If the bike should nevertheless be stolen, this is to be notified to Canyon immediately after it becomes known by telephone at the emergency number indicated and reported to the police immediately. The same applies for accidents during the test. You will inform us about such incidents and notify us of the further development of any investigations and the name, contact details, addresses of any perpetrators of the accident, etc. and obtain missing information within the framework of what can reasonably be expected so that we can file claims for compensation due to breach of our ownership rights if applicable.

During the test, avoid parking the bike on the frame, saddle, brake disc or rear derailleur. Parking should preferably be done on the raised pedal.

Wearing a helmet is obligatory on corresponding trips. Traffic regulations are to be complied with.

### **2. Damage to the bike, defects that occur**

Damage to the bike during its hire must be avoided. If damage or another fault nevertheless occurs, this is to be notified to Canyon immediately by telephone at the emergency number indicated when it becomes known.

If the circumstance that occurs could jeopardise safety during the rest of the journey or result in a further deterioration in the bike's condition, the bike ride is to be stopped. Everything else is then to be agreed with Canyon at the emergency number indicated (return transport, etc.).

If a damaged or defective bike is returned, a record, including photos of the bike, will be drawn up. You will cooperate in this and provide all the essential information to enable us to gain a more precise picture.

### **3. Cancellation of the event**

Canyon has the right to cancel the event and/or the agreed bike test without giving reasons, at the latest 12 hours beforehand. The cancellation will be made by e-mail to the e-mail address indicated upon registration.

For the rest, Canyon is entitled to cancel the event and/or agreed bike test without notice for good cause. This may, for instance, be the case if natural phenomena endanger the safety of the event, due to a pandemic and regulatory/statutory orders/decrees the number of bike testers/event visitors is to be reduced or the event is to be cancelled, or the reserved bike cannot be used due to unforeseeable damage or deterioration.

### **4. Lack of consent to photos and film recordings**

If a Canyon photo shoot/film recording takes place during the event/bike test:

If you have not agreed to the production and use of the images/videos, a bike test is only possible if you are willing to wear markings/identification provided by us on your body during the event and/or the test ride that show to us that you do not wish to be photographed/filmed.

## **5. Regulation in the case of invalid provisions**

If individual provisions should prove to be invalid, void or unenforceable, this will not affect the remaining provisions of this contract. The invalid, void or unenforceable provision is to be replaced by a valid and enforceable regulation that best takes into account the economic purpose of the invalid, void or unenforceable provision. The foregoing also applies in the event that a loophole is discovered in the contract.

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## **Online registration information**

### **1. Provider/Contractual partner**

The event is offered and held by

CANYON BICYCLES GMBH  
KARL-TESCHE-STRASSE 12  
D-56073 KOBLENZ

(Hereinafter referred to as "Canyon"). Our contact details can be found [here](#)

### **2. Registration for the event**

The following technical steps lead to registration:

If you wish to participate in the event, please complete the designated registration fields such as "last name, first name, e-mail". You may delete the data entered at any time until the "Register" button is clicked.

Before clicking on the "Register" button, please check whether you have selected the right event and the right bike (model, size).

By clicking on the "Register" button, you send your declaration to us. If a free space and a free bike are still available, we will accept your registration and will notify you of this immediately by electronic means to the e-mail address indicated.

The contract regarding participation is concluded when you receive a corresponding declaration of acceptance/confirmation from us.

### **3. Event**

The "Roadshow and bike test" general terms and conditions of business accessible here apply for the event.

If you wish to cancel your participation, please send us an e-mail: [events@canyon.com](mailto:events@canyon.com). We will confirm receipt to you.

No remuneration is to be paid for participation in the event.

As it involves participation that is free of charge, or a leisure activity at a particular point in time pursuant to Section 312g Para. 2 No. 9 of the BGB (*Bürgerliches Gesetzbuch* [German Civil Code]), there is no right of revocation for your declaration of registration.

#### **4. Disclaimer**

The usage of the bike test is done under the exclusion of any liability on the part of Canyon Bicycles GmbH and the persons provided by it. This applies in particular for damage incurred by the user due to breaches on his/her part of the obligations stipulated in Clause 1, 2 and 3. This exclusion does not apply for damage arising from injury to life, body or health that is due to wilful or negligent breach of obligations, also by a statutory representative or a vicarious agent of the group of persons excluded from liability, and not for other damage that is incurred due to a wilful or grossly negligent breach of obligation, also by a statutory representative or a vicarious agent of the group of persons excluded from liability.

#### **5. Saving of the contractual text**

The contractual text is saved at our company and is not accessible to you after registration. After conclusion of the contract you will receive a confirmation of contract containing the content of the contract.

#### **6. Language of contract**

The German language is available for the conclusion of the contract.

#### **7. Binding codes of conduct, information regarding online dispute resolution**

CANYON has not submitted to any other codes of conduct that apply.

The EU Commission provides a platform for out-of-court dispute resolution. This gives consumers the possibility to first clarify disputes in connection with an online order or online registration without involving a court. The dispute resolution platform can be reached under the following external link. <http://ec.europa.eu/consumers/odr/>

We are not willing or obligated to participate in dispute resolution proceedings before a consumer arbitration board.