

Terms and conditions for donors

§ 1 Scope / Donation Confirmations

(1) These general terms and conditions of Radsportverein Aue e.V. (hereinafter referred to as "provider") apply to all donors who make donations as part of the Corona fundraising campaign „STAND TOGETHER“.

(2) The provider of the Corona fundraising campaign „STAND TOGETHER“ is Radsportverein Aue e.V., Bergstrasse 1, 08280 Aue, represented by CEO Markus Illmann. Radsportverein Aue e.V. is a non-profit association and therefore entitled to collect donations and to issue donors with donation receipts. Donors who wish to receive a donation confirmation will send an email to zusammenstehen@erzgebirgstour.de. The following data must be provided: full name and address of the donor, the date of the donation and the amount donated. The provider will send the donation confirmation promptly by email to the donor after verification. He does not accept any liability for tax deductibility.

§ 2 Donation

(1) The amount of the donation is at the discretion of the donor. Every donation is welcome. The provider will use the donation exclusively for a specific purpose, i.e. pay out to people / companies that have been economically damaged by Corona. For this purpose, the provider first makes a preselection after receipt of the applications, whereby, among other things, the decisive factor is who, from the perspective of the provider, needs support most urgently. This pre-selection of applicants will be presented on the erzgebirgstour.de website from August 1st, 2021. Users then have the opportunity to vote for each of the applicants presented on the provider's website with a mouseclick. The donations are then distributed to the applicants after the votes have been counted, whereby the amount depends on the votes received and the total donation amount. For example, if applicant X receives 5% of all votes, a donation of 5% of the total donation amount will be paid to applicant X.

(2) The fees charged by the respective payment provider to Radsportverein Aue e.V. themselves will be charged for the donation, depending on the selected transmission route. The respective amount will be deducted from the donation. The amount and composition of the fees are transparently listed and explained before the donation is made. The following methods of transmission are possible: bank transfer, payment by credit card, payment by PayPal.

(3) By making the donation, the donor confirms that he / she has full legal power over the specified account, that the selected amount is made available to Radsportverein Aue e.V. and may be used in accordance with the aforementioned regulations.

§ 3 Data protection

The provider uses SSL encryption techniques when transmitting data. The data of the donors are processed exclusively for accounting, security and research reasons as well as for the production and sending of a donation receipt. Of course, all transmitted data will be treated confidentially and will not be passed on to third parties.

§ 4 Disclaimer

(1) The provider offers his services with the greatest possible care and reliability. However, he does not guarantee that his services will always be accessible without interruption.

(2) The provider is fully liable for intent, malice and gross negligence as well as in the case of personal injury. In the event of a slightly negligent breach of essential contractual obligations (cardinal obligations), the provider is limited to the amount of the contract-typical and foreseeable damage. Cardinal obligations within the meaning of this regulation are the main contractual performance obligations as well as obligations the fulfillment of which enables the proper execution of the contract concluded between the provider and the donors in the first place and which they can regularly rely on compliance with the agreement. In this case, however, the provider is not liable for lost profit, indirect damage, consequential damage caused by defects and / or claims by third parties. For all other cases the liability of the provider is excluded.

§ 5 Final provisions

Should individual provisions of these general terms and conditions be or become ineffective, this shall not affect the effectiveness of the remaining provisions. Rather, the statutory regulation applies instead of each invalid provision. The same applies to incompleteness.