



## Registration and Terms and Conditions of Participation

### (1) Eligibility for Participation in the Central University Sports Program (ZHS)

1. The following persons are eligible to participate in the ZHS program:
  - a) Students and employees of the state universities in Munich, Freising, and Landshut pursuant to Art. 17 para. 1 of the Bavarian Higher Education Act (BayHSchG), as well as those of non-state or state-recognized universities in Munich, Freising, and Landshut;
  - b) Full-time employees of authorities or institutions within the remit of the ZHS who are directly involved in higher education;
  - c) Students of universities outside the remit of the ZHS, provided that proof can be furnished of a main residence in Munich or of a study-related stay in Munich;
  - d) Participants in preparatory German language courses for university studies at the Technical University of Munich (TUM) or Ludwig Maximilian University of Munich (LMU);
  - e) Spouses, registered domestic partners, and children eligible for child benefits of students and employees as defined under lit. a) or b); and
  - f) Members of the Verein zur Förderung des Zentralen Hochschulsports an den Hochschulen in München, Freising und Landshut e.V. (Registered Association for the Promotion of the Central University Sports Program at the Universities in Munich, Freising, and Landshut).
2. Eligibility for participation under item 1 does not apply to members of universities funded by the federal government.
3. State universities within the meaning of item 1 lit. a) include:
  - Akademie der Bildenden Künste München (Academy of Fine Arts Munich)
  - Fachhochschule für öffentliche Verwaltung und Rechtspflege in Bayern (University of Applied Sciences for Public Administration and Legal Affairs in Bavaria)
  - Hochschule Landshut (Landshut University of Applied Sciences)
  - Hochschule München (Munich University of Applied Sciences)
  - Hochschule Weihenstephan-Triesdorf (Weihenstephan-Triesdorf University of Applied Sciences)
  - Hochschule für Musik und Theater München (University of Music and Theatre Munich)
  - Hochschule für Fernsehen und Film München (University of Television and Film Munich)
  - Baureferendare im Bayerischen Staatsministerium (Construction Trainees at the Bavarian State Ministry)
    - Ludwig-Maximilians-Universität München (LMU) (Ludwig Maximilian University of Munich),

- including affiliated state vocational schools
- Medienakademie München (AMAK) (Media Academy Munich)
- Staatsinstitut für die Ausbildung von Fachlehrern (StiFII) / Förderlehrer (State Institute for the Training of Specialist and Support Teachers)
- Studienkolleg München (SKM) (Munich Preparatory College)
- Technische Universität München (TUM) (Technical University of Munich), including affiliated state vocational schools
- Erasmus participants

4. Non-state or state-recognized universities within the meaning of item 1 lit. a) include:

- Akademie für Mode & Design, Hamburg/Düsseldorf/München/Berlin (Academy for Fashion & Design, Hamburg/Düsseldorf/Munich/Berlin)
- Campus 21, München (Campus 21, Munich)
- Carl-Duisberg-Centrum München (Carl Duisberg Center Munich)
- Fachhochschule für Ökonomie und Management München (FOM University of Applied Sciences for Economics and Management Munich)
- Fachhochschule für angewandtes Management, Ismaning (University of Applied Management, Ismaning)
- Hochschule Fresenius München (Fresenius University of Applied Sciences Munich)
- Hochschule für Gesundheit und Sport, Ismaning (German University of Health and Sport, Ismaning)
- Hochschule für Philosophie München (Munich School of Philosophy)
- Hochschule für Politik München (Munich School of Politics and Public Policy)
- Internationale Berufsakademie, Sitz in Darmstadt und Standort München (International University of Cooperative Education, headquartered in Darmstadt with a campus in Munich)
- International School of Management Campus München (International School of Management, Munich Campus)
- IUBH – International University of Applied Sciences – Int. HS Duales Studium (IUBH – International University of Applied Sciences – Dual Studies Program)
- Katholische Stiftungsfachhochschule München (Catholic University of Applied Sciences Munich)
- Katholische Universität Eichstätt, Abteilung München (Catholic University of Eichstätt-Ingolstadt, Munich Division)
- Macromedia, Hochschule für Medien und Kommunikation München (Macromedia University of Applied Sciences for Media and Communication, Munich)
- Mediadesign-Hochschule München (Mediadesign University of Applied Sciences Munich)
- Munich Business School
- Internationale Hochschule (Fachhochschule) **SDI** München (International University of Applied Sciences Munich)
- TUM Graduate School

5. Authorities or institutions within the remit of the ZHS that are directly involved in higher education, within the meaning of item 1 lit. b) include:

- Bayerisches Staatsministerium für Bildung und Kultur, Wissenschaft und Kunst (Bavarian State Ministry of Education and Cultural Affairs, Science and the Arts)
- Bayerische Akademie der Wissenschaften (Bavarian Academy of Sciences and Humanities)
- Bayerische Staatsbrauerei Weihenstephan (Bavarian State Brewery Weihenstephan)
- Deutsches Herzzentrum München (German Heart Center Munich)
- UnternehmerTUM (TUM's Center for Innovation and Business Creation)
- Visiting professors and visiting scholars
- Internationales Begegnungszentrum der Wissenschaft München e.V. (IBZ, International Meeting Center for Scientists Munich)
- Staatliche Naturwissenschaftliche Sammlungen Bayern (SNSB) (Bavarian State Collections of Natural History)
- Studentenwerk München (Munich Student Union), including parent–child initiatives
- Staatliches Bauamt München II (State Building Authority Munich II)
- Universitätskliniken der LMU and TUM (University Hospitals of the LMU and TUM)
- Zentrum für Hochschuldidaktik (Center for Higher Education Didactics)

Addendum to items 1–5:

Guest students are not eligible to participate, as they are not members of the universities.

## **(2) General Terms and Conditions for Registration and Participation in the Central University Sports Program (ZHS)**

### **1. Scope of Application**

- (1) These General Terms and Conditions for Registration and Participation in the Central University Sports Program (hereinafter referred to as the “General Terms and Conditions”) apply to all individuals who use the facilities and services of the ZHS.
- (2) The supplementary rules and regulations for the use of each respective facility (available on-site via posted notices) also apply. By using these facilities, participants agree to comply with applicable regulations.
- (3) Separate conditions apply to the rental of ZHS sports equipment; these are available under [Course Information & Download Center - ZHS](#). By registering for a course that involves the rental of such equipment, the participant agrees to comply with these rental terms and conditions.

## 2. General Provisions

- (1) Information about the ZHS program, including available courses, schedules, and any offer-specific conditions, can be found in the current ZHS program, which is published each semester.
- (2) There is no guarantee that all scheduled sessions or activities will take place. A course or activity may be canceled in particular due to an insufficient number of participants, force majeure, the use of a facility or sports venue for competitions, the short-term unavailability of a course instructor, or operational disruptions due to repairs or similar causes.
- (3) For events involving safety-relevant or methodological/didactic content, attendance from the first session is mandatory. Such courses are marked or described accordingly. Participants are reminded to observe the course descriptions carefully. Failure to attend the first session results in forfeiture of the course spot and exclusion from further participation.
- (4) Up-to-date information about courses and any changes can be found under [Enjoy the Variety of Sports at ZHS Munich - ZHS](#)
- (5) By registering, participants confirm that they are in good health and physically and mentally capable of safely taking part in the chosen activity. They also confirm that they do not suffer from any known or recognizable mental or physical impairment that could cause their participation to pose a danger to themselves or other participants.

## 3. Participation of Minors

- (1) Participation in university sports activities by minors under the age of 14 is not permitted.
- (2) Beginning at age 15, independent participation in courses is only possible after consultation with the responsible department head.

## 4. Registration; Proof of Eligibility to Participate

- (1) Registration is required to participate in ZHS courses and activities. Registration is carried out online via the ZHS website (digital booking system provided by UniNow).

**Upon successful registration for the respective semester and payment of the semester base fee, participants acquire eligibility to take part in the Central University Sports Program.** Payment of the semester base fee activates participation eligibility for that semester, which is a prerequisite for all subsequent bookings. The base fee is collected automatically once per semester upon the first booking.

Participation eligibility (semester base fee) is **non-transferable** and **valid only for the booked semester, including the lecture-free period.**

- (2) In addition, a separate registration is required for each specific course or activity. Registration is carried out via [Enjoy the Variety of Sports at ZHS Munich - ZHS](#). For every course booked, participants receive a participation authorization in the form of a **digital course confirmation**. The digital course confirmation must be carried **at every ZHS session** — either **printed or in digital form (e.g., on a smartphone)** — and must be presented **upon request** together with a valid form of identification (e.g., **student ID, personal ID card, or employee ID with photo**). Participants who fail to provide appropriate identification will be denied access to courses and entry to the sports facilities.

## 5. Prices for Semester Eligibility, Courses, and Programs; Payment

- (1) The prices for the semester base fee, as well as for the courses and other programs offered by the Central University Sports Program (ZHS), can be found on the ZHS website.
- (2) Payment is made using the payment methods offered in the digital booking system, specifically via direct debit through UniNow Pay. The ZHS works with the external payment service provider Adson AS to process payments. The deadlines specified in the confirmation must be met. Any costs incurred due to incorrect contact information or insufficient funds in the account shall be borne by the participant.

## 6. Data Protection and Right of Withdrawal

- (1) The personal data of participants collected during registration are used exclusively for the purpose of conducting the courses, for verification purposes, and - anonymized - for statistical evaluation. For the purpose of conducting the course, the participant's name and category of eligibility will be shared with the instructor. Otherwise, no data will be shared with third parties. All data will be deleted one year after collection.

To process payments, the necessary personal data (in particular, name, account details, and transaction data) is transmitted to the payment service provider Adson AS. Adson AS processes this data independently as part of the payment processing. Adson AS's privacy policy applies.

- (2) Consent to the Use of Personal Data

I consent to my personal data being processed for participation in the Central University Sports Program Munich (ZHS).

I may withdraw my consent at any time with effect for the future. The legality of data processing carried out prior to withdrawal based on consent pursuant to Art. 6 para. 1 lit. a) of the GDPR remains unaffected.

Further procedure of the ZHS:

Upon withdrawal of your consent, we will immediately delete your contact details from our systems. Participation in university sports will then no longer be possible. Please direct your withdrawal of consent to us via the [contact form](#).

Under the legal requirements, you have the right to access, rectification, deletion, restriction of processing, objection to processing, and data portability. You also have the right to lodge a complaint with the Bavarian State Commissioner for Data Protection.

If you have any questions, please feel free to contact the ZHS or our Data Protection Officer ([www.datenschutz.tum.de](http://www.datenschutz.tum.de)) via the [contact form](#).

## **7. General Rules of Conduct**

- (1) By registering to participate in the offerings of the ZHS, participants agree to comply with these General Terms and Conditions as well as the supplementary regulations referred to in Section 1, paragraphs 2 and 3 of these General Terms and Conditions.
- (2) All participants are strongly advised not to bring valuables (such as jewelry or money) with them if possible. Clothing and personal items must be stored in the designated lockers.
- (3) Photographing or filming instructors or participants during ZHS events is strictly prohibited. Such recordings are only permitted with prior approval from the University Sports Administration and the express consent of the individuals concerned.

## **8. Exclusion from Participation**

- (1) A violation of these General Terms and Conditions or of any additional program- or facility-specific regulations may, in the case of facility use, result in expulsion from the premises and revocation of participation privileges, up to and including permanent exclusion from participation in the ZHS.
- (2) Providing false information about the participant's identity may result in exclusion from the booked course, up to and including complete exclusion from participation in the ZHS.
- (3) Instructors are authorized to exclude participants from programs if their behavior, even after being warned, poses a significant risk to their own health or to the health and well-being of others. Furthermore, instructors are entitled to exclude participants without refund if instructions are disregarded or if deficiencies are identified (e.g., in equipment or prerequisites stated in the course description).

## **9. Withdrawal and Cancellation**

- (1) Participants may withdraw or cancel their booking only via the ZHS Digital Booking System: No later than 7 calendar days before the course begins for regular courses.  
No later than 4 weeks before the course begins for selected courses with increased

organizational requirements (e.g. sports tours, workshops, training courses; see course description).

- (2) In all cases, a processing fee of EUR 15.00 will be retained for valid and timely cancellations. The remaining course fee will be automatically refunded. No processing fee will be charged for courses that are free of charge.
- (3) Withdrawal or cancellation after the respective deadlines have expired is excluded. In such cases, no refund of the course fee will be granted — even in the event of non-participation.
- (4) Withdrawal from the semester base fee is excluded.
- (5) Exceptions to the exclusion of withdrawal apply only if:
  - the course offering is cancelled by the ZHS, or
  - a statutory right of withdrawal is demonstrably exercised effectively.
- (6) **There is no entitlement to cancellation outside these regulations — for example, in the event of illness or personal impediment.** For high-cost courses or sports tours, we recommend purchasing travel cancellation insurance if needed.
- (7) The above provisions also apply to the corresponding courses held during the lecture-free period.

## 10. Liability

- (1) Participation in all ZHS offerings is at the participant's own risk. Participants are responsible for ensuring that they are in adequate health and are obliged to select courses suitable to their physical and mental condition.

The Free State of Bavaria, the Technical University of Munich (TUM), the ZHS, and their legal representatives and vicarious agents are liable only in cases of intent or gross negligence.

This does not affect liability for damages resulting from:

- injury to life, body, or health,
- breach of essential contractual obligations (cardinal duties), or
- the Act on Liability for Defective Products (ProdhaftG).

In the event of a breach of essential contractual obligations, liability in cases of slight negligence is limited to the typical, foreseeable damage.

No liability is accepted for the loss, theft, or damage of personal belongings brought along, even if stored in provided lockers or storage units.

The ZHS assumes no liability for damages caused by participants to third parties. It is expressly recommended that participants obtain private liability insurance.

## 11. Insurance

- (1) For enrolled students, the provisions of the Bavarian State Accident Insurance Fund (Bayerische Landesunfallkasse) apply.  
Accordingly, enrolled students are covered by statutory accident insurance through the Bavarian State Accident Insurance Fund for all booked course events, “Free Play,” and “Free Training” during organized practice operations, as well as for university competitions on behalf of the ZHS.  
Without a course booking, no insurance coverage applies.

There is no statutory accident insurance coverage for enrolled students during free play **outside** of the organized practice sessions of the ZHS (free or independent training).

Employees and guests (non-university members) are generally not covered by statutory accident insurance.

All sports accidents must be reported immediately to the ZHS administration via the [contact form](#)!

- (2) No statutory insurance coverage exists for personal injury or property damage caused to third parties during sports activities. All participants are therefore advised, especially for events held at external or publicly accessible venues (e.g. mountain and ski excursions, canoeing, rowing, sailing, diving, and windsurfing), to take out private liability insurance to cover claims arising from third-party damages.
- (3) When participating in courses abroad, it is strongly recommended to take out international health insurance that covers additional risks (medical care, rescue costs, repatriation costs, etc.).
- (4) For participation in sports tours or high-cost courses, it is additionally recommended to take out travel cancellation insurance.

## 12. Final Provisions

- (1) The law of the Federal Republic of Germany applies, excluding the conflict-of-law provisions of international private law.
- (2) The exclusive place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions, including their validity, shall be Munich, if the participant has no general place of jurisdiction in Germany, relocates their residence or habitual abode outside Germany after conclusion of the contract, or if their residence or habitual abode is unknown at the time the action is brought.