



Terms of Registration and Participation

I. Authorization for participation in the University Sports Centre (ZHS)

1. Authorized participants at the University Sports Centre are
 - a) students and employees of the universities in Munich, Freising, and Landshut according to art. 17 paragraph 1 BayHSchG, as well as students and employees of private and state-approved universities in Munich, Freising, und Landshut,
 - b) full-time employees of agencies and/or institutions that deal directly with ZHS,
 - c) students from other universities are also allowed to participate at ZHS as long as they've registered Munich as their permanent address, or if they can prove that they are in Munich for a school-related reason,
 - d) participants of preparatory German language courses at TUM/LMU,
 - e) spouses, domestic partners, and, as defined under letter a) or b), students' and employees' children eligible for child allowance, and
 - f) members of the "club that promotes the University Sports Centre at universities in Munich, Freising, and Landshut e.V. (registered in Germany)"
2. Authorized participants listed under number 1 do not include members of universities that are federally financed.
3. Public universities that number 1 letter a) refers to are:
 - The Academy of Fine Arts, Munich
 - University of Applied Sciences for Public Administration and Legal Affairs in Bavaria
 - University of Applied Sciences Landshut
 - Munich University of Applied Sciences
 - Weihenstephan-Triesdorf University of Applied Sciences
 - University of Music and Performing Arts Munich
 - University of Television and Film Munich
 - Building interns
 - Ludwig-Maximilian University of Munich (LMU)
including affiliated public vocational schools
 - Medienakademie, Munich (AMAK)
 - State Institute for Specialized Instructor Training (StilFII) / Support Teachers
 - Preparatory college in Munich (SKM)
 - Technical University of Munich (TUM)
including affiliated public vocational schools
 - Erasmus students
4. Private and state-approved universities that number 1 letter a) refers to are:
 - AMD Academy of Fashion and Design, Hamburg/Düsseldorf/Munich/Berlin

- Campus 21, Munich
- The Carl Duisberg Training Centre Munich
- FOM University of Applied Sciences for Economics and Management, Munich
- University of Applied Management, Ismaning
- Fresenius University of Applied Sciences
- College of Health and Sport, Ismaning
- College of Philosophy, Munich
- Munich School of Political Science
- Internationale Berufsakademie (international vocational school), in Darmstadt and Munich
- International School of Management Campus Munich
- IUBH International University of Applied Sciences - Int. University of Dual Studies (practical and theoretical studies)
- Katholische Stiftungsfachhochschule, Munich (KSFH - Catholic Foundation University)
- Catholic University of Eichstätt, Munich Department
- Macromedia University of Applied Sciences of Munich
- Media Design University in Munich
- Munich Business School
- SDI Munich - International University (University of Applied Sciences)
- TUM Graduate School

5. Agencies and/or institutions that deal directly with ZHS that number 1 letter b) refers to are:

- Bavarian State Ministry of Education and Culture, Science and Art
- Bavarian Academy of Sciences
- Bavarian State Brewery of Weihenstephan
- German Heart Center of Munich
- UnternehmerTUM
- Visiting professors, visiting scientists
- IBZ (association dedicated to the advancement of science and the humanities)
- Student Union of Munich, including parent-child initiative
- Building Authorities Munich II
- University Clinic of LMU and TUM
- Zentrum für Hochschuldidaktik (Center of University Didactics)

II. General terms and conditions for registration and participation in the University Sports Centre (ZHS)

1. Scope

- (1) These general terms and conditions for registering and participating at ZHS ("General Terms and Conditions") apply to anyone who takes advantage of the facilities and offerings of ZHS.

- (2) Any additional rules and regulations of the sports facilities apply when in use. (They will be posted for viewing in the corresponding facilities.) By using these sports facilities, the participant agrees to comply with the respective conditions.
- (3) Special terms apply for ZHS sports equipment rental. They can be downloaded here: [Course Information & Download Center - University Sports Center \(zhs-muenchen.de\)](#) By registering for a course that requires the rental of any sports equipment, the participant agrees to comply with these terms and conditions.

2. General information

- (1) The latest ZHS programm, which is published on a semester basis, provides information about ZHS courses along with dates, times, and if applicable, further conditions.
- (2) Dates or courses are not guaranteed. In particular, a course may be cancelled because of an insufficient number of participants, in case of force majeure, if the respective facility or gymnasium is reserved for competitions, if the course instructor is delayed at short notice, or in the event of a disruption in operations due to repairs or similar.
- (3) There is no entitlement to a place on the course if there is no participation in the first two hours of the course. Exception: written excuse to the course instructor. In the case of events with safety-relevant or methodological-didactic content, attendance is mandatory from the first course date.
- (4) Current information on offers and changes can be found on our [homepage](#).

3. Participation of minors

- (1) Minors under the age of 14 are not permitted to participate in university sports.
- (2) From the beginning of the 15th year of age, participation in the course operation is only possible after consultation with the responsible department head.

4. Registration; ZHS-Card

- (1) Online registration is required to participate at ZHS. Participants register via [ZHS website](#).
- (2) Upon successful initial registration, the participant will receive a participant's identity card (ZHS-Card), which must be carried along when participating in the courses and presented on request. The validation of the ZHS-Card after booking the respective semester entitlement

(Basic-Ticket) as well as sports activities is to be carried out at the validation machines of the ZHS. The participant card is not transferable.

- (3) In order to participate in all offers, a separate registration is required in addition to the participant's card with valid semester entitlement. The registration takes place via booking at "[Kursangebote](#)"

5. Fees for semester entitlement ([Basic-Ticket](#)), courses, and additional offerings; Payment

- (1) Fees for semester entitlement ([Basic-Ticket](#)), courses, and other ZHS offerings can be found on the [ZHS homepage](#).
- (2) Payment will be made by direct debit.
- (3) If the direct debit payment cannot be processed due to errors within participants' control (e.g. not enough funds, wrong bank account details, etc), said participants agree to repay ZHS for any bank fees incurred during the attempt.

6. Privacy policy

- (1) Participants' personal data collected during registration will be used exclusively for course participation, oversight, and anonymous statistics. While attending the courses, participants' names, categories of participation authorization, and contact details (email address and telephone number) will be forwarded to the course instructor.

Participants' personal data is not shared with third parties. Data will be deleted one year after collecting it.

- (2) Upon registering, your account details will be forwarded to our bank for the direct debit and then immediately deleted.
- (3) Consent to the use of personal data

I agree that my personal data provided for participation in the Central University Sports Center Munich (ZHS) and my photo will be processed exclusively for the purpose of creating an entitlement to participate (ZHS-Card) by the Technical University Munich (www.tum.de/impresum).

I can revoke my consent at any time for the future without affecting the legality of the processing carried out on the basis of the consent until revocation on the basis of Art. 6 para. 1 lit. a DSGVO.

Further procedure of the ZHS:

After your revocation and the return of your ZHS card, we will immediately delete your contact data from our systems. Participation in university sports is excluded thereafter. Please send your revocation via [contactform](#) to us.

Under the legal requirements, there is a right to information, as well as a right to correction or deletion or to limitation of processing or a right to object to processing as well as the right to data transferability. There is also a right of appeal to the Bavarian State Commissioner for Data Protection.

If you have any questions, please [contact](#) the ZHS or our data protection officer (www.datenschutz.tum.de).

7. General rules of conduct

- (1) By registering to use the ZHS sports facilities, participants agree to comply with its General Terms and Conditions as well as any additional rules of use according to number 1 paragraphs 2 and 3 of these General Terms and Conditions.
- (2) All participants are strongly urged to not bring valuables (jewellery, money, etc.) along if possible. Clothes and personal possessions can be kept in the lockers provided.

8. Expulsion from ZHS

- (1) A violation of these General Terms and Conditions or any other terms of classes and facilities may lead to being kicked out of the facilities, having your participation authorization revoked, or even being completely expelled from further participation at ZHS.
- (2) If participants give false personal data, they may be expelled from the class or even from participating at ZHS entirely.
- (3) The course instructor is entitled to exclude participants without refunding the course fee if instructions are disregarded or deficiencies are discovered (equipment, requirements according to the course description).

9. Cancellation

- (1) Cancellation of courses with a course fee is only possible up to four weeks before the start of the course at the latest. A processing fee of € 20.00 will be charged for cancellations of paid courses.

- (2) In the case of cancellations at short notice (less than four weeks), the entire course fee will be retained and any cancellation costs incurred by the organizers, accommodation providers and transport companies will be invoiced.
- (3) Cancellation of a booked semester ticket (Basic-Ticket), Ticket-B (Boulder), Ticket-F (gym in Munich), Ticket-K (climbing) and Ticket-T (gym in Freising) is excluded.
- (4) Exception: Examination of the individual case in case of illness and injuries with a medical certificate.

10. Liability

- (1) Bavaria, the Technical University of Munich, and their legal representatives and vicarious agents are only liable for material and financial losses caused by intent or gross negligence. This limitation does not apply in case of a breach of contract, damages resulting from injury to life, limb or health, or claims under the Product Liability Act, or due to fraudulent behaviour of a contractor. Essential contractual obligations are an obligation the proper fulfilment of which constitutes a condition sine qua non for the performance of the contract and on the fulfilment of which the customer regularly relies and may rely.
- (2) The terms set out in paragraph (1) also apply to theft, damage, or any other material loss of personal objects brought from home, even if they were stored in lockers according to number 7 paragraph (2).
- (3) We will not assume liability for damages caused by third party events.

11. Insurance

- (1) The provisions of the Bavarian Accident Insurance (Bayerische Landesunfallkasse) apply to all enrolled students.

Enrolled students are therefore covered by statutory accident insurance through the Bavarian State Accident Insurance Fund for all course events, "Free Play" and "Free Practice" during organized practice sessions as well as for university competitions on behalf of the ZHS when the event is booked.

No legal accident insurance coverage for enrolled students exists during free play outside of the organized practice operations of the ZHS (free or individual practice).

Employees, as well as guests (non-university guests), are generally not legally insured against accidents.

All sports accidents must be reported immediately to the ZHS Admin Office (Tel. 089/289-24651).

- (2) There is no statutory insurance cover if personal injury or damage to property is caused to third parties during the practice of sport. All participants are therefore recommended to take out personal liability insurance to cover claims arising from damage to third parties, especially for events at external venues open to the public (e.g. trips for mountain and skiing sports, canoeing, rowing, sailing, diving and windsurfing).
- (3) When participating in courses abroad, it is strongly recommended to take out an international health insurance to cover additional risks (medical care, rescue costs, costs of repatriation, etc.).
- (4) In case of high course fees, it is recommended to take out travel cancellation insurance.

12. Governing law & jurisdiction

German law shall apply, to the exclusion of the collision regulations of international private law. The sole place of jurisdiction for all disputes arising out of or in connection with these General Terms and Conditions, including the validity of the General Terms and Conditions, is Munich if the participant does not have a general place of jurisdiction in Germany, has moved after signing this contract, or their place of residence at the time of filing the action is unknown.

St: Oktober 20th, 2023