

REFEX – terms and conditions



1. Legal basis

REFEX is placed in Sprützwiese 2, 22547 Hamburg, Germany. Court having jurisdiction is the local district court Coesfeld. Base for our conditions of participation form the German laws.

2. Who we are

REFEX acts as agent for referees for international tournaments. Each referee that fulfills the conditions of admission can apply for an assignment.

3. Condition of admission/tournament applications

- a. There is no legal claim for a referee to participate in a tournament that is offered by REFEX. REFEX determines participation approval.
- b. Minimum age for an application is 16.
- c. A minimum experience as referee of 2 years is required.
- d. Each referee must apply with his personal data, as well as with a copy of his referee-license and photo. After entrance and confirmation of the personal record, the referee is accepted automatically to the index of REFEX and will get his personal access-data for the website of REFEX (<http://www.refex.org>) where he can apply for the tournaments.
- e. Each referee will be held in the index at least for 3 years. 3 years after his last tournament participation his account will be deleted.
- f. The conditions (age delimitations, permission of the federations, recommendation letters and other necessary papers, travel conditions, ...) are valid at any time.
- g. In case that a referee descends from his class he may lose his right to participate in a tournament for which he is already registered. Such a case has to be notified immediately to REFEX. In this case the regulations at "§4 Fees" will apply. If the loss of the needed qualification turns out short term (maybe on site at the tournament), this may lead to immediate disqualification from participating in the tournament without refund of any fee.
- h. Referees who don't fulfill the age-restrictions, can submit a written request with reason for a specific exception to REFEX. Referees that are not grown up need a declaration of their parents that has to be attached to their request.
- i. The individual tournament organizers as well as a responsible person of REFEX have the right to exclude a referee from the tournament if he doesn't obey the rules and regulations of REFEX or the tournament. REFEX and/or the tournament organizers are allowed to reject a referee who isn't announced correctly or who doesn't fulfill requirements.
- j. REFEX confirms preliminary(!) the participation in a tournament. As long as this confirmation is not available to the referee is not approved for the tournament participation. The confirmation is only valid if the charges of REFEX bill is paid until the due date of invoice. Otherwise eligibility expires.

4. Fees

- a. The admission into the index of REFEX is free of charge.
- b. In the case of a successful participation to a tournament in a specific year an annual fee is due (only for the first annual participation). The annual fee is shown at the tournament data on the webpage.
- c. In the individual tournaments additional charges may apply and can be found in the tournament descriptions. The fees become due in the moment of confirmation. The participant will get an invoice from REFEX showing the fees he has to pay.
- d. In case of cancellation the participation by the participant or the tournament, the fees are refunded max. 50% (min. 10€ remain at REFEX as service fee).
- e. If the referee doesn't meet the due date of the payment that is shown on the invoice he will get a reminder with additional reminder charges. If the participant still doesn't pay the invoice his participation will be cancelled (see §3.j)

5. **Right of withdrawal**

You have the right to withdraw from a participation within fourteen days after official confirmation without stating any reasons. In order to exercise your right of withdrawal use the specific function ("cancel") on your personal page on our website.

If you withdraw from this agreement, we are obliged to reimburse all payments which we have received.

If you cancel your participation after this period of 14 days \$4d applies.

6. **Liability**

REFEX is in all cases only an agent and takes over no liability for changes of every kind which is carried out by the respective tournament organization. By not execution of a tournament for weather-related reasons, financial reasons, local influences, missing team participation or other reasons like political influences of every kind, only the tournament organizer can be made liable for probably occurred expenses.

The participant is responsible for having the needed insurances (e.g international health insurance, ravel insurance with cancellation cover).

7. **Data and privacy**

- a. REFEX assures that the data of the referees are not given to any third party. Only the needed data for a tournament participation are given to the tournament-board.
- b. Changes in the personal data of the referee have to be given directly to REFEX. Deletions from the index are possible on request of the referee at any time.

We are pleased to welcome you at REFEX!

Hamburg, 04.03.2021