

Conditions of Participation Agreement

Athlete / Athlete competition partner / Chef de Mission / NPC team official / NPC President / NPC Secretary General / NPC Accompanying Guest / other NPC staff / IF Technical Official / IF Classifier / IF President / IF Secretary General / IF Accompanying Guest / other IF staff (each a "Participant")

Please write clearly in CAPITAL LATIN LETTERS

National Paralympic Committee (NPC) or
International Federation (IF)

NPC/IF Code

Accreditation registration number

Family name (as appears on Identity Document)

Date of birth (dd/mm/yyyy)

Gender

d d m m y y y y

M

F

Given name (as appears on Identity Document)

Sport/Discipline

Athlete

Athlete Competition Partner

Chef de Mission

NPC Team Official

NPC President

NPC Secretary General

NPC Accompanying Guest

Other NPC Staff

IF Classifier

IF Technical Official

IF President

IF Secretary General

Other IF staff

IF Accompanying Guest

Email address (if opting in to receive marketing communications - see additional explanation (consent) below)

This Conditions of Participation Agreement (Agreement) is an important document which governs my participation in the PyeongChang 2018 Paralympic Winter Games (the "2018 Paralympics") with the International Paralympic Committee (IPC) and the PyeongChang 2018 Organising Committee for the Olympic and Paralympic Winter Games (PyeongChang 2018).

This Agreement commences on 23 February 2018 and, subject to the provisions set out below, continues in full force and effect until 21 March 2018 (Term).

I understand that to be eligible to participate in the 2018 Paralympics, and in consideration of the acceptance of my participation in the 2018 Paralympics, I agree to the terms outlined in this Agreement.



CAPTURE & USE OF IMAGES

Understanding that as a Participant in the 2018 Paralympics, I am participating in an exceptional event, which has ongoing international and historical significance, I agree:

1. to be filmed, televised, photographed, identified and otherwise recorded from the official opening of the athlete Paralympic village until the official closing of the athlete Paralympic village (Games Period); and that my captured or recorded image, together with my name, likeness, voice, performance and biographical information, may be used in any content, format and through any media or technology whether now existing or created in the future, by the IPC and third parties authorised by the IPC (including IPC members and partners) throughout the world during the Games Period and after the Term in perpetuity and without compensation (financial or otherwise), in relation to the celebration and promotion of the 2018 Paralympics, the Paralympic Movement and the IPC, in a commercial and non-commercial manner; and
2. that all photographs and moving images taken by me at the 2018 Paralympics, including those of athletes competing within any official venue during the Games Period, shall be used solely for personal and non-commercial purposes, unless prior written consent is obtained from the IPC.

COMPLIANCE WITH RULES

I confirm that I have full knowledge of the rules applicable to my participation in the 2018 Paralympics and that I agree:

1. that: (a) my entry as an athlete / athlete competition partner / Chef de Mission / National Paralympic Committee (NPC) team official / NPC President / NPC Secretary General / NPC accompanying guest / other NPC staff to the 2018 Paralympics will be administered through my NPC; or (b) my entry as an International Federation (IF) technical official / IF classifier / IF President / IF Secretary General / IF accompanying guest / other IF staff to the 2018 Paralympics will be administered through my IF;
2. to comply with the IPC Handbook, the IPC Accreditation at the Paralympic Winter Games – Detailed specifications, the PyeongChang 2018 Paralympic Winter Games Qualification Guide, the IPC Digital and Social Media Guidelines for the PyeongChang 2018 Paralympic Winter Games, the PyeongChang 2018 Paralympic Games NPC Accreditation Manual, the PyeongChang 2018 Paralympic Games Sport Entries Manual, the IPC Policy Regarding Photography and Filming at the PyeongChang 2018 Paralympic Games, the PyeongChang 2018 Athletes Image Policy, the IF technical rules and classification rules of the sport in which I am participating, and any other rules or regulations that apply to my participation at the 2018 Paralympics (hereinafter together referred to as the “PyeongChang 2018 Rules”). These documents can be found on, or linked through, the official IPC website: www.paralympic.org and I confirm that I am responsible to know and understand their contents as a prerequisite to my participation in the 2018 Paralympics;



3. to accept the criteria of eligibility, qualification and participation set by the IPC for the 2018 Paralympics;
4. to abide by the principles of fair-play and non-violence and to behave accordingly;
5. to comply with the IPC Anti-Doping Code and the PyeongChang 2018 Paralympic Games Doping Control Guide in particular not to take, possess or traffic any substance or use methods prohibited by the applicable World Anti-Doping Code Prohibited List. I also agree that anti-doping organisations, law enforcement and border services agencies may share my personal information with the IPC to assist in the enforcement of the IPC Anti-Doping Code and the IPC will be permitted to share relevant information with these third parties;
6. not to participate or assist in any gambling or betting activities associated with the 2018 Paralympics; specifically I will not bet on myself, my team or any competitor or opponent (whether to lose or win), I will prevent members of my family or friends from doing so, I will not share any performance information relating to competitors taking part in the 2018 Paralympics with anybody, and I will never accept money or any benefit in return for influencing the outcome of an event of the 2018 Paralympics;
7. not to promote any brand, product or service in relation with my participation in the 2018 Paralympics within a post, blog, tweet or otherwise on any social media platforms or on any websites, unless prior written consent is obtained from the IPC and the PyeongChang 2018;
8. to abide by all IPC rules and regulations for advertising, sponsorship display, propaganda, political activities and manufacturer trademarks on clothing and equipment for the 2018 Paralympics; and
9. that if I am a minor or lack legal capacity in accordance with the laws applicable in my country of residence at the date of signing this Agreement my parent or legal guardian must complete an acknowledgment of consent form.

COLLECTION OF PERSONAL DATA

I confirm that the information about myself I have provided in this Agreement (Personal Data) is true, complete and accurate. In accordance with the data protection laws applicable to the 2018 Paralympics, I acknowledge that:

1. my Personal Data is being collected by my NPC or IF and such Personal Data is being stored and used by the IPC, my NPC or IF, and PyeongChang 2018 (including being transferred to or stored on the IPC's owned or contracted servers both in Germany and South Korea), and the responsible host government, law enforcement, border services and security agencies and similar organisations authorised by the IPC (Third Parties) for the purposes of, and to the extent necessary in relation to, facilitating my participation in and organising the 2018 Paralympics and/or to conduct an injury survey after the 2018 Paralympics to adhere to the IPC obligations in the IPC Medical Code, and/or to conduct security risk assessments and other verifications to be carried out by the Korean Government in order to grant accreditation for the 2018 Paralympics;
2. my Personal Data, potentially including relevant sensitive personal data, is being transferred to Third Parties, and is being processed as necessary to grant me accreditation for the 2018 Paralympics;
3. the IPC, PyeongChang 2018 and Third Parties, may share amongst themselves my Personal Data for the purposes of investigating and/or prosecuting breaches of any of the 2018 Paralympics provisions, rules or by-laws;
4. my Personal Data will be used in any other way to which I provide my express consent to the IPC and/or PyeongChang 2018; and
5. any use of my Personal Data for purposes not included in this Agreement may be based on my explicit consent to the IPC, including for Athletes to undergo Athlete Evaluation.



Additional Explanation (Consent)

USE OF PERSONAL DATA FOR MARKETING PURPOSES

- I wish to receive information from the IPC (and its partners) in relation to the celebration and promotion of the 2018 Paralympics, the Paralympic Movement and the IPC (and its partners) until such time I opt out of receiving such information.

Providing or not providing this consent does not affect the fulfilment of the Agreement as a whole. If consent for marketing purposes is not provided, Personal Data will not be used for this purpose. If consent is provided, it can be withdrawn at any time by contacting the IPC Headquarters at: privacy@paralympic.org.

ACCESS OF PERSONAL DATA

I understand that I have a right to access and correct the Personal Data that the IPC holds about me under data protection law by contacting my NPC or IF who will, if required, contact the IPC. I also understand that I may withdraw this agreement at any time which will result in me no longer being eligible to compete in the 2018 Paralympics.

ACCEPTANCE OF SPORTS TECHNICAL SUPREME AUTHORITY

I recognise and accept that the sport technical rules (being all rules which relate to competition and field-of-play) and classification rules, for my sport during the Term are under the authority of the relevant IF and that any disputes which arise shall be resolved in accordance with the procedures set out in the respective sport technical and/or classification rules and regulations.

I acknowledge and accept that decisions relating to the sport technical and/or classification rules are not subject to further appeal beyond the decision made in the sport-specific appeal processes as set out in the respective sport technical and/or classification rules and regulations for the sport or sports in which I am competing. I shall not institute any claim, arbitration or litigation, or seek any other form of relief in any other court or tribunal in relation to such decisions.

PRIMACY OF THE PYEONGCHANG 2018 RULES

I recognise and accept that in the event of any conflict between the rules of my NPC, PyeongChang 2018, the IF, or the IPC, the PyeongChang 2018 Rules shall prevail.

DISCIPLINE

I understand that my failure to adhere to any of the terms set out in this Agreement will result in disciplinary action as determined by the IPC.



ACCEPTANCE OF RISK AND RELEASE OF CLAIMS

I acknowledge that I participate in the 2018 Paralympics at my own risk; I will take all reasonable measures to protect myself and other competitors, officials and spectators from suffering injury or other harm. I also acknowledge that I am responsible for all equipment, adaptive equipment and property I bring on to 2018 Paralympics venues and sites and that the IPC and PyeongChang 2018 accept no responsibility for loss or damage to, or arising from, such equipment, adaptive equipment or property.

I release the IPC, PyeongChang 2018, the IF(s) governing my sport(s), and their respective executive members, directors, officers, employees, volunteers, contractors and agents, from any liability (to the extent permitted by law) for any loss, injury or damage suffered by me in relation to my participation in the 2018 Paralympics.

ACCEPTANCE OF BINDING ARBITRATION

I agree that any dispute outside the realm of the sport technical and/or classification rules arising during the Term (where no other applicable final dispute resolution procedure is set out) shall be submitted exclusively to an independent panel determined by the IPC. Any such dispute shall be determined in accordance with the IPC Handbook. The decisions of the IPC determined independent panel are final, non-appealable and enforceable. I hereby waive my right to institute any claim, arbitration or litigation, or seek another form of relief in any other court or tribunal. The language of the procedure shall be in English.

GOVERNING LAW

The laws of Germany govern this Agreement.

CONTACT DETAILS

I understand that I may contact the IPC Headquarters at: privacy@paralympic.org should I have any questions about the content of this Agreement and the use of my Personal Data.

I confirm that I have read and acknowledge all the provisions of this Agreement and that my signature below is authentic and the signature of the Participant named above.

Signature of Participant

Date(dd/mm/yyyy)

Printed Name of
NPC President / NPC Secretary General
/ Chef de Mission or IF President / IF
Secretary General

Signature

Date and Stamp