



**SV-01 2019-2020 SNOW VOLLEYBALL  
NF & ATHLETES' COMMITMENT**

*Athletes intending to participate in FIVB EVENTS shall agree to this commitment through uploading the signed Commitment in the Volleyball Information System ("VIS").*

The undersigned

\_\_\_\_\_ (“ATHLETE”) with FIVB ID \_\_\_\_\_

voluntarily signs this Commitment undertaking the obligations herein jointly with the

National Volleyball Federation of \_\_\_\_\_ (“NF”)

**The NF & the ATHLETE individually state and agree to the following:**

The ATHLETE joins the NF's and the FIVB's aim to develop Snow Volleyball as a major world media and entertainment sport through world class planning and organisation of competitions, marketing and promotional activities in the respect of the FIVB Constitution, Disciplinary Regulations, Medical Regulations, any other FIVB Regulations, Handbooks and/or decisions, the FIVB Snow Volleyball Specific Event's Regulation, the Rules of the Game, and any FIVB-organiser agreements (all in their latest version, jointly referred to as the "FIVB Regulatory Framework"). In case of discrepancy between this Commitment and the FIVB Regulatory Framework, the latter shall prevail.

The ATHLETE understands that the right to play in FIVB EVENTS [which include and are individually referred to as FIVB EVENT: FIVB Snow Volleyball World Championships; FIVB World Tour – even if such events are renamed or changed in any way – as well as any other Snow Volleyball event currently sanctioned by the FIVB (e.g. exhibitions, country vs. country) or to be sanctioned or created in the future by the FIVB is a privilege, as well as to work with the FIVB for the enhancement of Snow Volleyball, and exerts his/her rights respecting the FIVB and its Licensees in the terms of this Commitment, and acknowledges that he/she has read and commits to comply with the FIVB Regulatory Framework, particularly but not limited to those governing his/her participation at FIVB EVENTS as provided herein.

In this Commitment, references to one gender include the other gender as well.

**1. RESPONSIBILITIES STEMMING FROM PARTICIPATION**

- 1.1 The ATHLETE is free to enter or not in FIVB EVENTS and should not be constrained by any organisation to do so or not. In the case of entering, every ATHLETE must respect and abide by the FIVB Regulatory Framework.
- 1.2 The ATHLETE taking part in Snow Volleyball tournaments not sanctioned by the FIVB without the required authorisations mentioned in Clause 5.3 below, or playing in a foreign country without a previous written invitation from the local National Federation and authorisation from his/her respective NF commits a serious breach of the FIVB Regulatory Framework and may be subject to fines, suspension and/or expulsion as detailed in the FIVB Regulatory Framework, in particular the FIVB Snow Volleyball Sports Regulations.
- 1.3 The ATHLETE violating any of the provisions of the FIVB Regulatory Framework might cause the FIVB to impose disciplinary sanctions against the ATHLETE, in accordance with the FIVB Regulatory Framework in force at the time the alleged offence.
- 1.4 The ATHLETE herewith waives his/her right to claim from FIVB, his/her NF and the FIVB EVENT organiser(s) or other natural or legal person involved in the organisation of the FIVB EVENT any payment other than prize money, for his/her participation in the FIVB EVENT and the rights granted herein.
- 1.5 The ATHLETE is responsible for being informed of the starting time of all matches and of being present and ready to play on time.
- 1.6 The ATHLETE shall also make himself/herself available for local and FIVB promotions whenever requested by the promoter, the host NF or the FIVB provided always that such promotions do not interfere with his/her preparation (i.e. scheduled training session or warm-up) or scheduled matches.
- 1.7 Upon signing the agreement to enter FIVB EVENTS an ATHLETE undertakes:
  - a) The obligation to submit required whereabouts and to submit himself/herself to doping controls conducted in accordance with the FIVB Regulatory Framework and the World Anti-Doping Code.

- b) The obligation to obtain from his/her NF/National Olympic Committee (“NOC”) or through publicly available sources, the WADA list of prohibited substances and methods in force at the time of the ATHLETE’s participation in the respective FIVB EVENT, and to accept the disciplinary measures taken by the FIVB or the relevant results management authority in case of violation.

## 2. GENERAL CONDITIONS TO ENTER FIVB EVENTS

The ATHLETE acknowledges:

- 2.1 That, only after he/she has been registered by his/her NF, he/she can be granted the right to participate in the FIVB EVENTS based on the FIVB regulations on entry points as stipulated in the latest version of the FIVB Snow Volleyball Sports Regulations and as per each competition regulations issued by the FIVB for each FIVB EVENT.
- 2.2 The obligation (i) to present an annual medical certificate attesting he/she is in good health and able to participate in FIVB competitions, assuming total responsibility for any health problems that he/she might face during any FIVB EVENT and acknowledging the risk of injuries due to the game itself; and (ii) to send to the FIVB the SVB-10 Form at least 30 days prior to the start of an FIVB EVENT.
- 2.3 The obligation to participate in education and certification programmes established by the FIVB, such as:
- a) the FIVB’s Anti-Doping education program “Play Clean”online: <http://playclean.fivb.com/>
  - b) the FIVB E-learning programme on the prevention of match manipulations online: <https://ps-fivb-vis-booking-portal.administratepro.com/registration>

The athlete is to hold the corresponding certificate no later than 30 days prior to the start of an FIVB EVENT.

- 2.4 That he/she may earn a compensation for his/her participation by way of prize money to be fixed by the FIVB on the basis of his/her performance. The ATHLETE shall be solely responsible to pay any taxes and deductions applicable to such compensation.
- 2.5 That he/she will be paid his/her earnings by the FIVB or the FIVB EVENT organizers within a reasonable time limit, but – subject to Clauses 2.6 ff. below – never later than 30 days after the last FIVB EVENT of each month including all events’ earnings in that month.
- 2.6 That, after three (3) attempts to contact the ATHLETE in case of an unsuccessful payment of the Prize Money, the FIVB Finance Department will send an official letter (to the NF and the ATHLETE) to inform the ATHLETE of the unsuccessful payment attempts and of his/her responsibility to update the information correctly as per Clause 2.7 in order to receive the payment.
- 2.7 That, in order to receive the payments timely, the ATHLETE (or his/her NF or a third person authorised by the ATHLETE) must provide the FIVB with a certified statement featuring the name of the account holder, the name and full address of the beneficiary, name and full address of the beneficiary’s bank, the IBAN account number and Swift Code. Failure to submit all the above information or to keep them up to date through the dedicated extranet automatically releases the FIVB from any responsibility related to payments’ delay.
- 2.8 That he/she is not expecting to be paid any other money or offered any value in kind, other than expenses as provided herein which will not be conditioned upon his/her performance in the tournament.
- 2.9 That he/she shall keep the personal profile completed and constantly updated in the FIVB database through VIS, including but not limited to personal email, bank account information, personal information, etc.)
- 2.10 That he/she shall fully cooperate with FIVB and FIVB EVENT organizer on the use of new technologies at the events (including but not limited to Video Challenge System, Kinexon sensors, etc.) and assign to the FIVB and FIVB EVENT organizer all rights of personal performance analysis data recorded and collected through the new technologies at the events, which can be used by FIVB and FIVB EVENT organizer for promotion, media and other activities in connection with it.
- 2.11 That, if he/she is included in the Main Draw for the World Tour, he/she undertakes the obligation to provide to the Promoter concerned, by the deadline stated in the respective competition regulations issued by the FIVB for each FIVB EVENT, his/her travel itinerary. Main Draw athletes for the World Tour, sending in due time the SVB-31 Form will be eligible to receive free of charge all local transportation to/from the airport and to/from the hotel paid by the FIVB EVENT organizers.
- 2.12 That, if an FIVB EVENT is cancelled due to “Force Majeure” or to unforeseen circumstances, the FIVB will inform by email and through the FIVB Website its affiliated National Federations to inform the ATHLETES as soon as possible. Should material aspects of the Master Plan not be respected by a Promoter, the FIVB is required to inform 30 days before the start of the FIVB EVENT all participating NFs about the risk of a cancellation. Should the cancellation be confirmed 30 days before an FIVB EVENT,

neither the FIVB nor the Promoter will be held accountable for reimbursing the parties concerned any costs relating to airplane tickets already issued.

- 2.13 That he/she shall take part in FIVB EVENTS pursuant to the terms of this Commitment. The FIVB has implemented the policy of “freedom to choose” meaning that, subject to the terms of this Commitment, the ATHLETE is free to participate in FIVB homologated National Tours (of the home country or abroad) as long as he/she has secured the written authorization of his/her National Volleyball Federation before taking part.
- 2.14 Any further details concerning the FIVB EVENTS' regulation will be featured in the FIVB Regulatory Framework.

### **3. ATHLETE'S ACCESSORIES, ENDORSEMENT RIGHTS**

The ATHLETE acknowledges that during the competitions he/she has only the right to use or wear accessories and uniforms which complies to the requirements stated in the FIVB Regulatory Framework.

### **4. ATHLETE'S COMMITMENT ON THE PLAYING UNIFORMS**

- 4.1 Whenever required, the ATHLETE will submit his/her own playing uniform including the thermal clothes to the FIVB technical delegate who will verify whether they are in line with the uniform standards set out in the FIVB Regulatory Framework; that they are of the same colour and style as his/her partner. The uniform standards will apply to every FIVB EVENT in the same way, so approval will not be different per FIVB EVENT. Verification will take place no later than the Technical Meeting before the Main Draw of each FIVB EVENT.
- 4.2 Accessories shall be approved by the FIVB Technical delegate during the Preliminary inquiry before each FIVB EVENT including temporary tattoos or medical taping, braces etc. Once approved, it will not be allowed to include any new sponsors' logo/name on shorts, long pants, thermal clothes, visor/cap/hat/headband, gloves, sunglasses, armbands, knee/elbow pads, etc., nor to conclude new agreements with companies willing to sign a last-minute agreement during the FIVB EVENT unless specifically authorized in writing by the FIVB and the Promoter of the FIVB EVENT.
- 4.3 Subject to the provisions of the FIVB Regulatory Framework regarding personal sponsors, during all FIVB EVENTS the ATHLETE agrees not to wear a patch or logo of any other organization except his/her country flag, his/her NF logo, the FIVB and/or the FIVB EVENT title and his/her respective team name as registered in the FIVB database (the latter are mandatory for the Main Draw teams).

### **5. ATHLETE'S COMMITMENT RELATED TO PARTICIPATION**

- 5.1 To attend the compulsory Preliminary Inquiry and Technical Meeting (if any) scheduled the day before the qualification tournament and the Main Draw.
- 5.2 Not to participate in any international Snow Volleyball events which are not sanctioned by the FIVB without prior confirmation given by the FIVB and his/her NF. In order to qualify for approval, the NF shall notify the FIVB, in writing, at least (30) days before the event. The FIVB's decision whether to authorize an ATHLETE to play in a non-sanctioned event by the FIVB shall be final.
- 5.3 To respect the hospitality of the Promoter by not violating the Promoter's rights.
- 5.4 To comply with his/her NF's regulations.
- 5.5 To represent himself/herself and the sport to the highest standards and to put the maximum sporting effort at all times showing good behaviour, fair play and loyalty to the sport and its members and governing bodies, Sponsors and/or Promoters. Failure to implement the above and comply with these rules may result in the sanctions detailed in the FIVB Regulatory Framework.
- 5.6 In addition to complying with the rules of the FIVB Regulatory Framework, to observe at all times and comply with all written and issued requirements of the FIVB.
- 5.7 To abide by the FIVB Regulatory Framework, in particular the FIVB Disciplinary Regulations (including the Betting and Anti-Corruption Rules). For the sake of clarity, betting on the sport of volleyball is prohibited at all times.

### **6. FIVB & FIVB'S SPONSORS/SUPPLIERS RIGHTS**

The ATHLETE hereby grants and pledges to honour the following sublicensable rights to the FIVB:

- 6.1 The exclusive rights to use and promote the ATHLETE's name or likeness, photograph, video footage, voice, biography as well as any third-party logos and other branding which the ATHLETE has implemented on his uniform (hereinafter “ATHLETE'S IDENTIFICATION”) during the term of this Commitment for the promotion of FIVB, Sponsors/Suppliers and Promoters in connection with the FIVB

EVENTS. FIVB acknowledges that it will use this exclusive right only in connection with the FIVB EVENTS as set out in the terms of this Commitment.

- 6.2 The right and license to use the ATHLETE'S IDENTIFICATION, but, subject to the terms of this Commitment and of any other document/participation form provided by FIVB and signed by the ATHLETE before or after the signature of this Commitment, it is expressly understood and agreed that the FIVB and its Licensees will not use the ATHLETE'S IDENTIFICATION for advertisement or promotion (especially on the packaging of its products) in such a way that an individual ATHLETE should appear to be endorsing any product or service. Such appearance will have to be negotiated by a separate contract with the ATHLETE.
- 6.2.1 The exclusive right to use the ATHLETE'S IDENTIFICATION in connection with selling or using any products and/or services, used in a group of two or more ATHLETES in order to promote, market or exploit the FIVB and FIVB EVENTS, the sport or any telecast or broadcast of such Events.
- 6.2.2 FIVB will in good faith consult with the ATHLETE regarding specific uses of the ATHLETE'S IDENTIFICATION with three or more ATHLETES in connection with licensing rights, if any, and agrees that it shall not grant any licensee the right to utilize the ATHLETE'S IDENTIFICATION in such a way that the ATHLETE would seem to have granted an individual endorsement of a product or service.
- 6.3 The exclusive right to reproduce the ATHLETE'S IDENTIFICATION in computer assisted and computer/video related games embodied in or on any device or medium in the form of software, firmware and/or hardware which may be utilised directly or indirectly for the reproduction of visual images with or without sound of the FIVB EVENTS' matches (real or simulated) but always with reference to the FIVB EVENTS.
- 6.4 The FIVB has the right to use in perpetuity and on a worldwide territory by any and all means the ATHLETE'S IDENTIFICATION in connection with photos, films, videos computer games in connection or related exclusively to one tournament or to the totality of FIVB EVENTS.
- 6.5 Non-exclusive rights in perpetuity to the FIVB to photograph, record, tape, display, publish, promote and broadcast of himself/herself at any FIVB EVENT (i.e. visual, flyer, etc.).
- 6.5.1 FIVB's sponsors/suppliers and their respective advertising agencies and each television or other distribution station, system or service scheduled to distribute the FIVB EVENT shall have the right to grant others the right to reproduce, print, publish, or disseminate in any medium, the name and likeness and voice of each person, including the ATHLETE'S IDENTIFICATION, appearing in or connected with the FIVB EVENT, biographical material concerning such person and the name of the FIVB EVENT site for purpose of trade or for advertising purposes.
- 6.6 The exclusive right to make use of and show, at its discretion, any motion pictures, video games, magazines including live, taped or filmed television footage or photos of the ATHLETE taken during FIVB EVENTS without compensation, and hereby waives any right to such compensation for the ATHLETE, his/her heirs and assignees.
- 6.7 The exclusive right to licence (with the right to sublicense), assign or transfer the rights and licences mentioned herein at their sole discretion to any third party.
- 6.8 The understanding that FIVB owns all media rights including photographs, video, digital television at any FIVB EVENT and has rights to exploit the ATHLETE'S IDENTIFICATION within the worldwide territory for promotional purposes and by any and all means (including, without limitation, social networks) in perpetuity.
- 6.9 The understanding that FIVB will inform its Sponsors/Suppliers of any restrictions applicable to the ATHLETE and in the event that the Sponsors/Suppliers violate such restrictions the ATHLETE shall have the right to claim compensation from the Sponsors/Suppliers directly, waiving herewith any claim against FIVB.

## **7. ATHLETE'S RIGHTS AND OBLIGATIONS**

The ATHLETE and the NF undertake to support FIVB's promotional efforts as follows:

- 7.1 The FIVB agree that the ATHLETE has the right to authorize sponsors to use the ATHLETE'S IDENTIFICATION for endorsement purposes during the term of this Commitment. All monetary value gained by the ATHLETE through such sponsor will remain the ATHLETE'S property.
- 7.1.1 The ATHLETE understands that he/she is granted access to the FIVB video archive and photographs upon request for technical production and shipment costs only. This request must be sent by email to the FIVB New Events & Snow Volleyball department to the following email address: [new.events.business@fivb.org](mailto:new.events.business@fivb.org)
- 7.1.2 The ATHLETE will not grant or authorize any third party to use, for the purposes of endorsing their product rights such as TV footage, photographs etc., the FIVB logo or any FIVB EVENT logo without prior written consent from the owner of the logo, respectively the FIVB and the FIVB EVENT organiser, as applicable.

- 7.2 The ATHLETE shall verify his/her data on the FIVB website and personally update the data throughout the season, as the data is the main source of information for the media and the FIVB administration purposes.
- 7.3 The ATHLETE will be present for the award ceremony at each of the FIVB EVENTS in which his/her team finishes among the top 3 teams, wearing their uniform tops as provided by the Promoters/FIVB for the photography and media session.
- 7.4 The ATHLETE will participate without excuse neither pretext, upon the FIVB's request, in a minimum of one hour per day at all FIVB EVENTS in which he/she participates in the following promotional activities: VIP Package, Kid camps, FIVB highlight shows when organized in advance by the TV Production company, autograph sessions, participation in VIP EVENTS (night & day), practice sessions, exhibitions, Snow Volleyball clinics, PR activities, media events, TV interviews, sponsorship interviews and other promotional activities reasonably required by the PROMOTER and FIVB. In particular, the ATHLETE must be available for TV interviews, video and photo shooting prior to or during FIVB EVENTS; when requested, such sessions shall take place in front of the FIVB official backdrop. The FIVB will respect the ATHLETE'S need to train, play, eat, sleep and prepare for coming games during the FIVB EVENT when requesting the ATHLETE'S participation in such activities.
- 7.5 The ATHLETE will make himself/herself available for clean head shots and video clips (with no promotional clothing) to be used for the ATHLETE'S identity photograph on the FIVB website or any FIVB EVENT website approved by FIVB and in photo cards, if any. This photograph will be taken on the first day of the Technical Meeting (or upon individual arrangement, if request by FIVB and its partners) by a photographer on site.
- 7.6 The ATHLETE will do his/her utmost to be available for professional interviews or promotion events by the FIVB or FIVB Sponsors at any time in any part of the world (in such requests the travel expenses and accommodation will be paid by FIVB) and will use reasonable efforts to organize his/her schedule accordingly.

## **8. WAIVER**

Subject to FIVB liability for unlawful intent or gross negligence, the ATHLETE irrevocably releases and waives all claims he/she has or may have against the FIVB, FIVB associated Sponsors/Suppliers and Promoters (and their respective members, directors, officers, employees, volunteers, contractors or agents) from any liability for any loss, injury or damage that he/she may suffer in connection with any participation in the FIVB EVENTS.

## **9. NOTICES**

All notices, statements, consents, approvals, documents and other communications to be given hereunder shall be given in writing by one party to the other either by personal delivery or by certified mail followed by e-mail within five (5) working days and shall be addressed to FIVB (see contacts at the beginning of this Commitment), Attention New Events & Snow Volleyball Department.

The ATHLETE accepts that notices addressed to him/her may be accomplished by delivery of the notice to the National Federation.

## **10. INDEMNIFICATION**

The ATHLETE agrees, at his/her sole cost and expense, to indemnify and hold FIVB and NF employees and members harmless from and against any and all claims, demands, causes of action, obligations, liabilities, losses, penalties, and expenses incurred by or on behalf of the FIVB or a NF as a result of any material breach of any warranties, representations or agreements herein made by the ATHLETE including the use and exploitation by the FIVB of any rights granted by the ATHLETE.

## **11. TERM/TERMINATION**

- 11.1 This Commitment shall commence on 1 March 2019 and shall automatically expire on 31 December 2020, unless previously terminated pursuant to the terms hereof. It is agreed that the rights of exploitation of the likeness of the ATHLETE featured in this Commitment will be extended beyond the terms in perpetuity on the world wide territory.
- 11.2 Notwithstanding FIVB's rights under the FIVB Regulatory Framework:
- 11.2.1 In the event that the FIVB has evidence that the ATHLETE does not abide by the terms contained in this Commitment or should the ATHLETE be charged with an illegal act, anti-doping rule violation or criminal charge involving substance use, betting or anti-corruption rule violation or any case of unethical or unsportsmanlike behaviour (as determined by the FIVB in its sole discretion), the FIVB has full authority to cancel the ATHLETE's participation in an FIVB EVENT and terminate

the present Commitment.

11.2.2 In the event that the FIVB has evidence that an ATHLETE is accused of breaching this Commitment and the breach is in the FIVB's opinion remediable, the ATHLETE will have seven (7) days, from written notice given by the FIVB through the ATHLETE's NF, to respond to the accusation and remedy the breach. If the breach is not remedied within this time limit, the FIVB will be entitled to terminate this Commitment.

## **12. NF's COMMITMENT**

The NF acknowledges that:

- 12.1 It is empowered to register the ATHLETE to take part in FIVB EVENTS according to the specific event's regulation and the latest version of the Handbook;
- 12.2 The ATHLETE is affiliated to the NF;
- 12.3 It agrees and assumes the responsibility of the ATHLETE's participation in FIVB EVENTS and the right to represent the ATHLETE's interests, within the FIVB, in accordance with the terms of this Commitment and in full respect of the FIVB Regulatory Framework
- 12.4 It has provided the ATHLETE with all information concerning the FIVB Regulatory Framework and communications.

## **13. APPLICABLE LAW, DISPUTE RESOLUTION**

- 13.1 This Commitment shall be governed by and construed in accordance with Swiss law, without regard to its conflicts of law provisions.
- 13.2 The ATHLETE, the FIVB and the NF agree that any dispute, controversy or claim arising out of, in connection with an FIVB EVENT or the FIVB Regulatory Framework, which cannot be settled amicably and which remains unsettled once the legal remedies established by the FIVB Constitution and Regulations have been exhausted, shall be submitted exclusively to the Court of Arbitration for Sport (CAS) for final and binding arbitration in accordance with the Code of sports-related Arbitration in force at the time a notice for arbitration is submitted. The arbitration shall be conducted in English, be governed by Chapter 12 of the Swiss Act on Private International Law irrespective of the parties' domicile and its seat shall be in Lausanne, Switzerland. The decisions of the CAS shall be final, binding and non-appealable. Neither the ATHLETE nor the FIVB nor the NF shall and hereby waive their right to institute any claim, arbitration or litigation, or seek any other form of relief, provisional or not, in any other court or tribunal.

## **14. ENTIRE AGREEMENT, SEVERABILITY**

- 14.1 Should any provision of this Commitment be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or operation of any other provision. In such case, the invalid or unenforceable provision shall be replaced with a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.
- 14.2 This Commitment constitutes the entire agreement between the parties in relation to its subject matter, superseding and extinguishing any prior agreements, arrangements, undertakings of any nature, between the parties, whether oral or written, in relation to this subject matter. Any amendments to this Commitment, including this Clause 14.2, must be in writing.

The ATHLETE signs this Commitment and for the entire Term hereof, regardless if his/her partner.

The ATHLETE and the NF declare to have read, understood and hereby decided to sign this Commitment ratifying all the terms of its content.

	<b>Athlete</b>
<b>Place</b>	.....
<b>Date</b>	.....
<b>Signature</b>	.....
	<b>NATIONAL FEDERATION</b>
<b>Place</b>	.....
<b>Date</b>	.....
<b>President's Signature and Stamp</b>	.....

**CONTACT INFORMATION**

**ATHLETE**

[please complete in CAPITAL letters]

Name			
Postal Address	Street		No.
	City		Postal Code
	Country		
Email			
Website			
Telephone			
Mobile			