



## ITU ATHLETE'S AGREEMENT

The Athlete (as defined below) acknowledges that ITU is the sole world governing body for the sports of triathlon, paratriathlon, duathlon and its related other multisport world-wide and that ITU is recognised by the IOC and the IPC, is a member of ASOIF and SportAccord, and the Athlete understands and accepts that taking part in any ITU Event during the 2019 season is subject to the acceptance of the following terms and conditions:

1. **ITU Rules:** The Athlete acknowledges that he or she has access to and is aware of the ITU Rules through his or her National Federation and the ITU website: [www.triathlon.org](http://www.triathlon.org). The Athlete agrees that upon signing this Agreement, he or she shall be deemed to be aware of and agree to be bound by the provisions of the ITU Rules regulations and guidelines (including the ITU Anti-Doping Rules, the ITU Constitution, the ITU Competition Rules and its appendixes notably the ITU Uniform Rules, the ITU Event Organisers Manual and all other rules applicable to ITU ; including the IOC Code against Manipulation of Sport competitions), all issued or in force from time to time, provided that the ITU Rules are posted on [www.triathlon.org](http://www.triathlon.org) at least 30 days prior to the event in which the Athlete is competing.
2. **Anti-Doping Rules:** The Athlete agrees to comply with the World Anti-Doping Code (WADC), all International Standards and the ITU Anti-Doping Rules.
  - 2.1. **Athlete Whereabouts:** The Athlete agrees to file and keep up to date his or her accurate and complete whereabouts information in WADA's Anti-Doping Administration & Management System database (ADAMS), or other method approved by ITU.
  - 2.2. **Therapeutic Use Exemption (TUE):** If required, the Athlete is responsible for applying for a Therapeutic Use Exemption (TUE) with the ITU or his or her NADO in a timely manner.
  - 2.3. **Anti-Doping Rule Violations:** The Athlete acknowledges and gives his or her consent to ITU publicly reporting the disposition of any anti-doping rule violation arising under ITU's jurisdiction pursuant to the ITU Anti-Doping Rules and the WADC.
3. **Obligations of ITU:** The Athlete acknowledges that ITU is obliged to prepare the competitions in accordance with ITU Rules and that ITU is doing its best efforts to provide a safe field of play to all athletes competing, being aware that as ITU Events are taking place in changing environments that present different challenges in any location. The ITU or the Local Organising Committee is responsible for paying the prize money announced for the ITU Event in accordance with ITU Rules and local legal regulations.
4. **ITU Property:** The Athlete acknowledges that ITU Events are the exclusive property of ITU, which owns all rights associated therewith including, without limitation, the rights to organise, exploit, broadcast and reproduce ITU Events and the athlete's public data provided to the event. The Athlete acknowledges that these rights include any type of digital media, whether that be photographic or video in nature, captured from within the boundaries of the field of play, regardless of ownership of the capturing device. All Athletes entering into any ITU Event consent to and authorise ITU to use their data. All data produced from the ITU Event or link to such event, including the results, are the exclusive property of ITU and may be used commercially by ITU.
5. **Eligibility to Compete:** The Athlete declares that he or she has not been guilty of any act or omission whereby he or she has become liable to be declared ineligible for selection or participation in any ITU Event in accordance with the ITU Rules or otherwise.



6. **ITU Media:** The Athlete agrees to make its best effort to update his or her Athlete's profile on the ITU website, [www.triathlon.org](http://www.triathlon.org), on a regular basis. The Athlete agrees to participate in pre-race media activities as mutually agreed with ITU Media, including but not limited to pre-race interviews, press conferences, features or promotional shoots or other media-related activities such as racing with Go Pro's or any other supplied race technology, for a minimum of one (1) hour at each ITU Event as requested by ITU a minimum one week prior to the competition day. If the Athlete earns a podium finish or leads a series after the completion of the ITU Event, the Athlete agrees to be available for post-race interviews and/or press-conferences.
7. **Intellectual property:**
- 7.1. The Athlete agrees to be filmed, broadcasted, photographed, identified, interviewed and otherwise recorded during ITU Events for the purposes of the international media coverage of the relevant ITU Event (by means of all and any media throughout the world and without time limitation) and the promotion of the sport. Those images are the property of ITU.
- 7.2. ITU will share with the Athlete those materials, watermarked, so that the Athlete can use those on their own social media platforms. The Athlete can not alter or remove the watermark. The materials shared with the Athlete will be only for promotional purposes and not for commercial use.
- 7.3. The Athlete hereby assigns to ITU, with full title guarantee and without time limitation, all rights of any nature in any such recordings. The Athlete further explicitly agrees that his or her Image and/or any photographs and/or moving images taken of him/her (or other representations of him/her) may be used:
- a) by ITU and/or any Local Organising Committee for the purposes of publicising ITU Events and promoting the sport; and
  - b) by official sponsors or other commercial partners of the ITU or the ITU Event on a free of charge worldwide basis for the purpose of promoting their sponsorship of/official relationship with ITU Events.
  - c) provided always that any such use of 6.2.a) and 6.2.b) of the Athlete's Image, name or likeness by such sponsors /commercial partners shall:
    - Be limited to Images of the Athlete taken or recorded whilst participating in ITU Events;
    - Not constitute an endorsement of their products and services by the Athlete;
    - Always feature the Athlete's Image in a group / montage of at least 3 athletes (including representation of both genders) in relation to which no one Athlete shall be featured in a manner which is significantly more prominent than any other, with the exception of the finish line images; and
    - The Athlete's Image may not be altered in any way shape or form, including but not limited to sponsor logos, or other branding.
    - Be the most recent image ITU has available in the ITU Media library.
- 7.4. The Athlete additionally agrees to the use and reproduction of his/her Image, name and likeness in merchandise and publications relating to ITU and/or ITU Events, apparel and publications provided always that such merchandise is primarily related to the ITU Event itself as opposed to the Athlete personally. However, ITU will not for any purposes enter into discussion with a computer game company without the written permission of all athletes (including the Athlete) to be included in the project.



- 7.5. The Athlete agrees that all photographs and moving images taken by (or on behalf of) him/her at the ITU Event, including those of other athletes competing at the ITU Event, shall be used solely for the Athlete's personal use and non-commercial purposes, unless prior written consent is obtained from ITU. The Athlete further agrees that under no circumstances, throughout the duration of the ITU Event, may he/she act as a journalist or in any other media capacity, nor shall he/she post or contribute any comment, text or photographs to any website or blog during the ITU Event without the express permission of ITU. This does not include athletes writing or posting on their own personal social media accounts, including but not limited to Facebook, Twitter, Instagram, their personal blog/website or any other such personally based social media that has yet to be invented.
8. **Restrictions on association with ITU:** The Athlete shall not grant any rights to use or utilise the Athlete's name, signature, photograph, likeness, reputation, image and identity or endorse any product or service in trade or commerce in such a way as to connote the sponsorship, approval or affiliation of ITU or any events conducted by or affiliated with ITU without the prior written permission of ITU.
9. **Liability:** The Athlete agrees to release ITU, the host National Federation, the Local Organising Committee and their respective members, directors, officers, employees, volunteers, partners, sponsors, contractors and agents as well as any other entities and persons involved with or participating in the ITU Event from any liability, excluding in the case of gross negligence and willful misconduct, for any loss, injury, damage and costs incurred or suffered in relation to the participation of the Athlete in the ITU Event or related official training.
10. **Injury / Loss of Property:**
- 10.1. The Athlete agrees and acknowledges that participation in, or observation of sport, could constitute a risk of serious injury to him or herself, including permanent paralysis or death.
- 10.2. The Athlete voluntarily and knowingly recognises, accepts and assumes this risk and warrants to ITU and ITU's partners that the Athlete is physically fit and able to compete in ITU Events (including training) without risking serious injury, including permanent paralysis or death.
- 10.3. The Athlete releases ITU, ITU's partners, their Sponsors, Event Sponsors, Event Organisers and Officials from any liability there from, save in the case of death or personal injury caused by the negligence of any of the aforementioned parties.
- 10.4. The Athlete further agrees that he/she shall be responsible for any property that he/she brings to ITU Events and that ITU, the host National Federation, the Local Organising Committee, ITU's partners, their Sponsors, Event Sponsors, Event Organisers and their respective members, directors, officers, employees, volunteers, partners, sponsors, contractors and agents shall have no responsibility for any loss or damage to such property.
- 10.5. The Athlete acknowledges and agrees that ITU shall have no obligation to arrange any insurance connected with his/her participation in ITU Events, including without limitation travel insurance and medical insurance. Obtaining all such insurance shall be the sole responsibility of the Athlete.
- 10.6. With the help of the Local Organising Committee ITU will make its best efforts, to protect the Athlete's property in the athletes lounge and transition area.
11. **Dispute:** The Athlete agrees to that any dispute arising from ITU Rules, which cannot be settled by its existing appeal procedure, as set out in the ITU Competition Rules, shall be settled finally by the Court of Arbitration for Sport (CAS), to the exclusion of recourse to ordinary courts. The



applicable law in relation to the interpretation of this Agreement and any such disputes shall be the law of Canton de Vaud, Switzerland.

## 12. Personal Data Policy:

12.1. **General:** Pursuant to the GDPR regulation and the International Standard for the Protection of Privacy and Personal Information ("ISPPPI"), the Athlete agrees and consents to ITU collecting, storing or recording his or her personal data for the purposes of marketing, advertising, managing competitions and communications and sharing with ITU Global Sponsors (NTT, Asics, Fujitsu, SEL, Triathlon Live), ITU World Triathlon Series, World Cup, World Championship, Global Sponsors and Local Competition Organisers Committee. ITU will process the necessary personal data for a reasonable period of time and solely for the above purposes. ITU will process the following personal data of the Athlete, for example, but not limited to:

- a) The full name;
- b) The date of birth;
- c) The address;
- d) The email address;
- e) The telephone number;
- f) The bank account;
- g) Medical and health personal data for Paratriathletes.

12.2. **Anti-Doping:** Pursuant to the GDPR regulation and the International Standard for the Protection of Privacy and Personal Information ("ISPPPI"), the Athlete also consents to his or her medical and health personal data (as defined as sensitive data in the GDPR regulation) being collected, stored and retained by ITU and acknowledges that this information shall be maintained in strict confidence at all times; shall be used exclusively for purposes of planning, coordinating or conducting doping control, providing information relevant to the Athlete Biological Passport or other analytical results, to support an investigation into a potential anti-doping rule violation or to support proceedings alleging an anti-doping rule violation; and shall be destroyed after it is no longer relevant for these purposes and that any actions taken in relation to the same shall comply with the ITU Anti-Doping Rules and the ISPPPI;

The Athlete shall have the right to withdraw his or her consent at any time by expressly informing ITU of the same at [sport@triathlon.org](mailto:sport@triathlon.org). The Athlete is aware that where consent is withdrawn, the withdrawal of consent shall not affect the lawfulness of data processing based on prior consent.

Where an Athlete is under eighteen (18) years old as of the date of the competition, the consent of his or her legal guard shall be required for the processing of the Athlete's personal data.



## ITU Athletes' Agreement

I, \_\_\_\_\_ (print name in block capitals) (the "Athlete") hereby acknowledge that I have read and understand the terms and conditions set out in this Agreement and also posted on the ITU website under the following link:

[https://www.triathlon.org/about/downloads/category/athletes\\_agreement](https://www.triathlon.org/about/downloads/category/athletes_agreement)

Please tick the box if you **don't consent** to use your name and your email address for commercial purposes with ITU Global Sponsors (including, but not limited to NTT, Asics, Fujitsu, SEL, Triathlon Live), ITU World Triathlon Series, World Cup, World Championship Global Sponsors and Local Competition Organisers Committee.

I hereby accept and agree to be bound by the terms and conditions as set out in this Agreement **and I confirm my acceptance of the Personal Data Policy.**

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(Signature of Athlete/Legal Representative)

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(Date)