



**BVB-01 2013-2014
BEACH VOLLEYBALL
NF-ATHLETE'S COMMITMENT**

A signed copy of the ATHLETE'S commitment must be sent via email to the FIVB Beach Volleyball Dept. in Lausanne as per each competition's regulation issued by the FIVB. To meet the applicable time limit, receipt by fax is sufficient. However, in all cases, the original document must be sent to the FIVB.

Ms./Mrs./Mr. (The ATHLETE) _____

ATHLETE ID# _____

voluntarily signs this Commitment undertaking the obligations herein on the ____ day of _____

20____ jointly with the National Volleyball Federation (NF) of _____

and both, the "NF" & the "ATHLETE" state the following:

The ATHLETE joins the National Federation ("NF") and the FIVB's aim to develop Beach 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, other FIVB Regulations and decisions, the Beach Volleyball Handbook, 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: FIVB Beach Volleyball WORLD CHAMPIONSHIPS, FIVB Beach Volleyball WORLD TOUR GRAND SLAM/ GRAND SLAM FINAL, FIVB Beach Volleyball OPEN, FIVB Beach Volleyball UNDERAGE WORLD CHAMPIONSHIPS (U-17, U-19, U-21, U-23), World Cup Olympic Qualification, FIVB Beach Volleyball World Cup Final, Continental Cup – even if such events are renamed – as well as any other Beach Volleyball event currently sanctioned by the FIVB (i.e. exhibitions, country vs. country, etc.) 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 Beach 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 follows.

1. RESPONSIBILITIES STEMMING FROM PARTICIPATION

- 1.1 The ATHLETE is free to enter or not 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, a breach of which of may lead to the loss of eligibility to take part in any national and/or international competitions, including the FIVB EVENTS and the Olympic Games.
- 1.2 The ATHLETE taking part in beach 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 NF 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 annual Beach Volleyball Handbook ("Handbook") and in the Disciplinary Regulations.
- 1.3 The ATHLETE violating any of the provisions of the FIVB Regulatory Framework might cause the FIVB to impose heavy fines against the ATHLETE, in accordance with the FIVB Disciplinary Regulations and the latest version of the FIVB Beach Volleyball Handbook (hereinafter "the Handbook").
- 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 and/or FIVB Bonus Pool money, for his/her participation in the FIVB EVENT and the rights granted herein.

- 1.5 Each ATHLETE is responsible for being informed of the starting time of all matches and of being present and ready to play on time. The ATHLETE shall also make himself/herself available for local and FIVB promotions whenever requested by the promoter, the host NF or the FIVB if such promotions do not interfere with his/her preparation or scheduled matches.
- 1.6 Upon signing the agreement to enter FIVB EVENTS an ATHLETE undertakes:
- a) The obligation 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/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 in case of violation.

An ATHLETE can appeal any decisions taken by the FIVB anti doping hearing panel to the Court of Arbitration for Sport recognised by the IOC, the FIVB and the NOCs and, furthermore, herewith waives his/her right to seek recourse to a state court regarding this issue.

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 entry points regulations as stipulated in the latest version of the Handbook and as per each competition regulations issued by the FIVB for each FIVB EVENT.
- 2.2 The obligation to present an annual medical certificate by sending to the FIVB the BVB/10 form (at least 30 days prior to the start of an FIVB EVENT) attesting he/she is in good health to participate in Beach Volleyball 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.
- 2.3 To present an FIVB Anti-Doping Certificate at least 30 days prior to the start of an FIVB EVENT, after having successfully completed FIVB's Anti-Doping education program "We play it clean!" online: <http://www.fivb.org/RealWinner/>
- 2.4 That he/she may earn a compensation for his/her participation by way of prize money and/or Bonus Pool to be fixed by the FIVB on the basis of his/her performance.
- 2.5 That he/she will be paid his/her earnings by the FIVB within a reasonable time limit, but – subject to 2.8 below – never later than 30 days after the last FIVB EVENT of each month including all events' earnings in that month.
- 2.6 That the FIVB will pay the Bonus Pool in appropriate amounts to the eligible athletes as per FIVB Bonus Pool eligibility requirements set out in the latest version of the Handbook and as per the respective competition regulations issued by the FIVB for each FIVB EVENT.
- 2.7 That, in the case where an ATHLETE's playing partner is affected (e.g. season-ending injury, sanction etc), the FIVB will make a decision on a case by case basis and at its sole discretion for the ATHLETE's eligibility (or not) for Bonus Pool.
- 2.8 That, after three (3) attempts to contact the ATHLETE in case of an unsuccessful payment of the Prize Money/Bonus Pool, the FIVB Finance Department will send an official letter (to the NF and the ATHLETE) to inform of the money transfer to the respective NF. It will be then the NF's responsibility to wire the amount to the ATHLETE. For the avoidance of doubt, the ATHLETE herewith authorises his/her NF to receive all payments **on his/her behalf**.
- 2.9 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.
- 2.10 That he/she is not expecting to be paid any other money or offered any value in kind, other than expenses which will not be conditioned upon his/her performance in the tournament.
- 2.11 That, if he/she is included in the Main Draw, 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 sending in due time the BVB/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. Athletes participating in the Qualification Tournament of the FIVB Beach Volleyball WORLD TOUR GRAND SLAM (and/or in other Qualification Tournament) and coaches may be required to pay a flat fee for local transportation.

- 2.12 To abide by the FIVB-IOC approved Olympic Qualification System / Procedures for the 2016 Olympic Games which will be implemented by the FIVB in accordance with the FIVB Board of Administration and IOC decisions.
- 2.13 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 Sponsors and 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 45 days before the start of the FIVB EVENT all participating NFs about the risk of a cancellation. Should the cancellation be confirmed 21 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.
- 2.14 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 .
- 2.15 Any further details concerning the FIVB EVENTS' regulation will be featured in the Handbook.

3. ATHLETE'S ACCESSORIES, ENDORSEMENT RIGHTS and ATHLETE'S COMMITMENT ON THE PLAYING UNIFORMS

The ATHLETE acknowledges that during the competitions he/she has the right to use or wear accessories and uniforms as stated in the latest edition of the Handbook.

4. ATHLETE'S COMMITMENT ON THE PLAYING UNIFORMS

- 4.1 Whenever required, the ATHLETE will submit his/her own playing shorts/bottoms to the FIVB technical supervisor who will verify whether they are in line with the uniform standards approved by the FIVB Board of Administration, FIVB World Congress and the rules set out in the Handbook; that they are of the same colour and style as his/her partner; that the space reserved for any FIVB EVENT's logo is left free (min 10cm²). 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 Supervisor 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/bottoms, hats, caps, bags, arm pads, head bands, 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 Handbook 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 name/nickname (the latter are mandatory for the Main Draw teams).

5. ATHLETE'S COMMITMENT RELATED TO PARTICIPATION

In order to be paid a share of the Bonus Pool, ATHLETES taking part in the FIVB EVENTS should respect the conditions below:

- 5.1 To take part in the minimum number of FIVB EVENTS per season as per the Bonus Pool eligibility requirements set out in the latest version of the Handbook and as per each competition regulations issued by the FIVB for each FIVB EVENT.
- 5.2 To attend the compulsory Preliminary Inquiry and Technical Meeting scheduled the day before the qualification tournament and the Main Draw.
- 5.3 Not to participate in any international Beach 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.

- 5.4 To respect the hospitality of the Promoter by not violating the Promoter's rights.
- 5.5 To confirm that he/she is subject to his/her NF's regulations.
- 5.6 To represent himself/herself and the sport to the highest standards at all times showing good behaviour, fair play and loyalty to the sport and its members and governing bodies, Sponsors and/or Promoters as per the rules set out in the Handbook. Failure to implement the above and comply with these rules may result in fines, suspension and/or expulsion as detailed in the Handbook and in the FIVB Disciplinary Regulations.
- 5.7 In addition to complying with the rules of the Handbook, to observe at all times and comply with all written and issued requirements of the FIVB.
- 5.8 To abide by the FIVB Regulatory Framework.

6. FIVB & FIVB'S SPONSORS/SUPPLIERS RIGHTS

The ATHLETE hereby grants and pledges to honour the following rights to the FIVB and its sponsors/suppliers:

- 6.1 The exclusive rights to use and promote the ATHLETE's name or likeness, photograph, video footage, voice, biography (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 three 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.
 - 6.3.1 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.
- 6.4 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.).
 - 6.4.1 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.
- 6.5 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.

- 6.6 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.
- 6.7 The understanding that FIVB owns all media rights including photographs, video, digital television at any FIVB EVENT and has exclusive 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.
- 6.8 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, its Sponsors and Licensees 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 Beach Volleyball department to the following email address: beach@fivb.org (fax: +41 21 345 3548).
 - 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 without prior written consent from the FIVB.
- 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, Heroes Campaign, 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, Beach Volleyball clinics, PR activities, media events, TV interviews, sponsorship interviews and other promotional activities reasonably required by the PROMOTER and FIVB. The ATHLETE must be available for TV interviews during FIVB EVENTS or with press photographers when requested in front of the FIVB official backdrop as required. 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.
- 7.5 The ATHLETE will make himself/herself available for clean head shots (with no promotional clothing) to be used for the ATHLETE'S identity photograph on the FIVB website and photo cards (should they be required.) This photograph will be taken on the first day of the Technical Meeting 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

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 (to the extent permitted by law) for any loss, injury or damage that he/she may suffer in relation to any participation in the FIVB EVENTS.

9. NOTICES

All notices, statements, consents, approvals, documents and other communications to be given hereunder shall be given by one party to the other either by personal delivery or by certified mail or by facsimile followed by e-mail within five (5) working days and shall be addressed as follows.

To the FIVB:	Tel.: + 41 21 345 35 35
Fédération Internationale de Volleyball,	Fax: + 41 21 345 35 48
Château Les Tourelles,	Email: Beach@fivb.org
Edouard Sandoz 2-4	Attn: FIVB Beach Volleyball Department
1006 Lausanne, Switzerland	

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 the date hereof and shall automatically expire on the 31st of December 2014 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 In the event of the FIVB having conclusive 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 or any case of unethical or unsportsmanlike behavior (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.
- 11.3 In the event 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 an affiliated member of 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.

13. APPLICABLE LAW, DISPUTE RESOLUTION

- 13.1 This Commitment shall be governed by and construed in accordance with Swiss law.
- 13.2 The ATHLETE, the FIVB and the NF agree that any dispute, controversy or claim arising out of, in connection with, or on the occasion of this FIVB EVENT and/or generally 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. 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, 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 and the NF declares to have read, understood and hereby decided to sign this Commitment ratifying all the terms of its content.

ATHLETE'S NAME (in Capital letters) _____

ATHLETE'S ADDRESS

Street _____

Postal Code _____ City _____ Country _____

ATHLETE'S Bank
Name _____

ATHLETE'S Bank
Address _____

Street _____

Postal Code _____ City _____ Country _____

Beneficiary Name at the bank _____

ATHLETE'S Bank
Account _____

IBAN Account * _____ Swift Code _____

E-Mail
address: _____

Web site: _____

CITY & COUNTRY _____

TELEPHONE NO _____ FAX NO _____

MOBILE TEL. NUMBER _____

PLACE & DATE: _____

* IBAN Account: Mandatory information for European Athletes.

ATHLETE'S SIGNATURE:

NF PRESIDENT'S SIGNATURE AND STAMP

_____ (place), ____ (day) _____ (month) 201 ____ (year)
