

Ms./Mrs./Mr. (The ATHLETE) _____ **FIVB #** _____

voluntarily signs this Commitment undertaking the obligations herein on ___ / ___ / 2023, for his/her participation in the "2023 CEV Beach Volley European Cup (Beach Volleyball Clubs competition)", hereinafter, the "CEV Competition", jointly with:

- the **CLUB** of
- the **National Volleyball Federation (NF)** of _____ to which the CLUB is registered/affiliated.

The "NF", the "CLUB" & the "ATHLETE" agree to and acknowledge the following:

The ATHLETE and the CLUB join the CEV's aim to develop Beach Volleyball as a major world media and entertainment through top class organisation of competitions, marketing and promotional activities, in respect of the CEV Statutes, General Regulations, CEV Beach Volleyball Regulations, Guidelines & Official Communications, and the Official Beach Volleyball Rules (all in their latest version, jointly referred to as the "FIVB/CEV Regulatory Framework"). In case of discrepancy between this Commitment and the FIVB/CEV Regulatory Framework, the latter shall prevail.

The ATHLETE, the CLUB and the NF accept that the participation in the CEV Competition is a privilege considering that there is no vested right to participate in the CEV competition and commit to contribute jointly with the CEV to the enhancement of Beach Volleyball.

By signing this Commitment, the ATHLETE confirms that:

- i. He/She expresses his/her commitment towards the CLUB, which characterizes the official registration of the ATHLETE within the Club, and consequently, to the NF to which the CLUB is affiliated.
Should the National Federation of origin of the ATHLETE be different from the NF, to which the ATHLETE is hereby registering by signing this Commitment form, the CLUB provides a letter of support from the ATHLETE's NF of origin for its participation to the CEV competition.
- ii. He/she is duly registered in the VIS.
- iii. he/she has not been registered / or neither has participated in any CEV Competition with another Beach Volleyball Club during the current Season.
- iv. The CLUB and ATHLETE exert their rights respecting the CEV, its partners and take part in the CEV competition pursuant to the terms of this Commitment:
- v. He/she will fill in, in good faith and to the best of its knowledge, the CEV electronic and paper forms, having a probative value, necessary to the competition organization and abide by their content once approved,

1. PARTICIPATION RESPONSIBILITIES

- 1.1. The CLUB / ATHLETE is free to enter CEV competitions. In the case of entering, every CLUB/ATHLETE must respect & abide the FIVB/CEV Regulatory Framework. Any breach may lead to the loss of eligibility to take part in national and/or international Beach Volleyball competitions.
- 1.2. The CLUB and the ATHLETE herewith waive their right to claim from CEV, his/her NF and the CEV competition organiser(s) or other natural or legal person involved in the organisation of the CEV competition any payment other than the allocated prize money if any for their participation in the CEV competition and the rights granted herein.
- 1.3. Each CLUB / 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 CEV promotions whenever requested by the host NF organiser(s) or the CEV if such promotions do not interfere with his/her preparation or scheduled matches.
- 1.4. Upon signing the agreement to enter CEV competitions an ATHLETE undertakes:
 - a) The obligation to comply with the FIVB/CEV Regulatory Framework, Guidelines, Official Communication and event practical information shared by the CEV through information documents.
 - b) The obligation to submit himself/herself to doping controls conducted in accordance with the FIVB/CEV Regulatory Framework and the World Anti-Doping Code.
 - c) 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 CEV competition; get acquainted with and fully respect them.
 - d) The obligation to take the FIVB E-Learning Course on the Prevention of the Competition Manipulation, in accordance with the FIVB/CEV Regulatory Framework if requested by the Event Category Official Communication.

NF Commitment

Club Commitment

Athlete Commitment

- e) To declare to have accepted the CEV's privacy policy available here: <https://www.cev.eu/privacy-policy>,) and the conditions under which the CEV processes personal data of individuals, necessary for the organization of the CEV competition, in accordance with the General Data Protection Regulations.

2. GENERAL CONDITIONS

- 2.1. The ATHLETE is granted the right to participate in the CEV competition after registration within the CLUB and the NF to which the CLUB is registered, and particularly through the signature of this form by all the Parties.
- 2.2. The Parties must abide the FIVB Medical & Anti-Doping Regulations. Particularly, the CLUB shall present during the Preliminary Inquiry a medical certificate for each ATHLETE attesting its good health to participate in Beach Volleyball competitions, assuming total responsibility for any health problems that he/she might face during any CEV competition and acknowledging the risk of injuries due to the game itself and, at least 30 days prior to the start of a CEV competition, complete the latest FIVB's Anti-Doping education online program "Play Clean!" <https://e-learning.fivb.com/access/login>) with his/her personal VIS credentials
- 2.3. The CLUB may earn a compensation for the participation by way of a prize money to be fixed by the CEV on the basis of performance. The earnings of the CLUB shall be paid through its N. The CLUB herewith authorizes its NF to receive payments on his/her behalf.
- 2.4. If a CEV competition is cancelled due to "Force Majeure" or unforeseen circumstances, the CEV shall inform by email and through the CEV website the NF and the CLUB . Should the cancellation be confirmed 30 days before a CEV competition, neither the CEV nor the Organisers shall be held accountable for reimbursing the parties concerned any costs relating to the transportation and accommodation of the CLUB.
- 2.5. The ATHLETE shall represent himself/herself and Beach Volleyball to the highest standards, showing good behaviour and fair play to the sport and its members and governing bodies, sponsors and organisers.

3. ATHLETE'S ACCESSORIES, UNIFORMS & ENDORSEMENT RIGHTS

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

4. CEV & CEV'S SPONSORS/SUPPLIERS RIGHTS

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

- 4.1. The non-exclusive right and license to use, to exploit on promotional purposes and to sub-license to CEV partners/sponsors, the ATHLETE's name or likeness, photograph, video footage, voice, biography, (individually or in official team picture); and any other element associated to it, (hereinafter "ATHLETE'S identification), on a free basis, for the promotion of CEV, CEV Partners/Sponsors/Organisers, in connection with the CEV competitions and activities.
- 4.2. Subject to the terms of this Commitment, the CEV and partners shall not use the ATHLETE'S identification for advertisement in such a way that the ATHLETE should appear to be endorsing any product or service, unless otherwise agreed by the ATHLETE through a specific agreement.
- 4.3. The right to use the ATHLETE's social media details for the promotion of the sport of Beach Volleyball and CEV activities on the CEV social media channels.
- 4.4. The right to licence, sub-licence, assign or transfer the rights mentioned herein to any third party.
- 4.5. 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 CEV competitions' matches (real or simulated) but always with reference to the CEV competitions.
- 4.6. The right to use for 10 years on a worldwide territory, at the CEV's discretion by any and all means, the ATHLETE'S identification in connection and including live or taped or filmed television footage, motion pictures photos, films, videos computer games in connection or related exclusively to one CEV competition or to the totality of the CEV competitions without compensation. The CEV hereby waives any right to such compensation for the ATHLETE.
- 4.7. The understanding that CEV informs its Sponsors/Suppliers of any restrictions applicable to the ATHLETE. Should any Sponsors/Suppliers violate such restrictions, the ATHLETE claims compensation from the Sponsors/Suppliers directly, waiving herewith any claim against the CEV.

NF Commitment

Club Commitment

Athlete Commitment

5. RIGHTS AND OBLIGATIONS

The ATHLETE, the CLUB and the NF undertake to support CEV's promotional efforts as follows:

- 5.1. The CLUB or the ATHLETE shall not grant or authorise any third party to use, for the purposes of endorsing their product rights such as TV footage, photographs etc., the CEV logo without prior written consent from the CEV.
- 5.2. The CLUB will ensure that all ATHLETES shall be present for the award ceremony at each of the CEV competitions in which the CLUB finishes among the top 3 teams, wearing their competition uniform tops as for the photography and media session.
- 5.3. The CLUB and/or the ATHLETE shall avoid, impeded and stop any suggestion or given impression that a third party is associated, by any means and in any form, to the CEV or a CEV competition. The CLUB and/or the ATHLETE shall refrain from being involved or contributing, directly or indirectly, actively or not, to such third party association.
- 5.4. The CLUB /ATHLETE shall participate upon the CEV's request, in the following promotional activities: VIP Package, Kid camps, CEV highlight shows, autograph sessions, Beach Volleyball clinics, PR activities, media events, TV interviews, sponsorship interviews and other promotional activities reasonably required by the CEV. The ATHLETE must be available for TV interviews during CEV competitions or with press photographers in front of the CEV official backdrop. The CEV shall respect the ATHLETE's training, play, eat, sleep and preparation for coming games when requesting the ATHLETE's participation.
- 5.5. The CLUB shall, whenever required, submit the playing shorts/ bikini bottoms of the ATHLETES for approval to the CEV Supervisor who shall verify whether they are in line with the uniform standards mentioned in the FIVB/CEV Regulatory Framework;.. Verification shall take place no later than the Preliminary Inquiries of the CEV competition.
- 5.6. The ATHLETE shall wear the official tank-top/top and bottom of the CLUB during official warm-up period, competitions, ceremonies and interviews after the match.
- 5.7. The ATHLETE shall abide by the FIVB/CEV Regulatory Framework regarding Betting and Manipulation of results Rules). For the sake of clarity, betting on all sports of volleyball is prohibited at all times.

6. WAIVER

- 6.1. The CLUB and the ATHLETE irrevocably release and waive all claims he/she has or may have against the CEV, CEV associated Sponsors/Suppliers, Organisers and Partners and their respective subordinated agent, volunteer, contractors) from any liability for any loss, injury or damage that he/she may suffer in relation to any participation in the CEV competition.

7. INDEMNIFICATION

- 7.1. The CLUB and the ATHLETE agrees, at his/her sole cost and expense, to indemnify and hold CEV or a NF harmless from and against any and all claims, causes of action, obligations, liabilities, and expenses incurred by or on behalf of the CEV or a NF as a result of any material breach of any warranties, representations or agreements made by the ATHLETE including the use and exploitation by the CEV of any rights granted by the ATHLETE, or in breach of any provision of FIVB/CEV Regulatory Framework.

8. TERM/TERMINATION

- 8.1. This Commitment shall commence on the date hereof and shall automatically expire on 31st of December 2023 unless previously terminated pursuant to the terms hereof. It is agreed that the rights of exploitation of the likeness of the CLUB / ATHLETE featured in this Commitment shall be extended beyond the terms for 10 years worldwide.
- 8.2. In the event of the CEV having conclusive evidence that the CLUB / ATHLETE does not abide by the terms of this Commitment or should the CLUB /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 (at CEV'S sole discretion), the CEV has full authority to cancel the CLUB / ATHLETE's participation in the CEV competition and terminate this Commitment. .
- 8.3. In the event that a CLUB/ ATHLETE breaches (and/or is accused of breaching) this Commitment and the breach is in the CEV's opinion remediable, the CLUB / ATHLETE has seven days from written notice to the CLUB's NF, to respond and/or remedy the breach. If the breach is not remedied within this deadline, the CEV is entitled to terminate this Commitment.

NF Commitment

Club Commitment

Athlete Commitment

9. NF AND CLUB'S COMMITMENT

By signing this commitment, the NF and the CLUB agree and/or acknowledge the following:

- 9.1. The Athlete is empowered to take part in the CEV competition according to the FIVB/CEV Regulatory Framework.
- 9.2. It carefully verified the nationality of the ATHLETE and warrants that the ATHLETE hold the nationality of the country of the NF, is not registered and/or does not hold a licence with another NF. Should the NF of origin of the ATHLETE be different from the NF where the ATHLETE is hereby registering (via the Club), the ATHLETE provides a letter of support from his/her NF of Origin (Appendix 1) for the participation in the CEV Competition.
- 9.3. The ATHLETE is registered/holds a licence with the NF. The NF warrants that such registration and/or licence issued in accordance with the FIVB/CEV Beach Volleyball Regulations. The NF acknowledges that to register and/or grant a licence to an ATHLETE not complying with the FIVB/CEV Beach Volleyball Regulations is a breach of the latter.
- 9.4. It assumes the responsibility of the CLUB'S / ATHLETE's participation in CEV competitions and the right to represent the ATHLETE's interests, in accordance with the terms of this Commitment and the CEV Regulatory Framework.
- 9.5. It has provided the CLUB and the ATHLETE with all information concerning the FIVB/CEV Regulatory Framework.
- 9.6. The NF agrees, at its sole cost and expense, to indemnify and hold CEV or a National Federation 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 CEV or a National Federation as a result of any private wrong or any material breach of any warranties, representations or agreements herein made by the NF or the ATHLETE.
- 9.7. Any prize money earned by the CLUB in the CEV competition and wired to his/her NF shall be forwarded accordingly to the concerned CLUB.
- 9.8. The CEV may deny the participation/the registration of a Club either if the National Federation or the Club has any outstanding debt towards the CEV, or either if any required items or payment are received after the set deadline.

10. APPLICABLE LAW, DISPUTE RESOLUTION

- 10.1. This Commitment shall be governed by and construed in accordance with the Laws of Luxembourg.
- 10.2. The CLUB, ATHLETE, the CEV and the NF agree that any dispute, controversy or claim arising out of, in connection with, or on the occasion of this CEV competition which cannot be settled amicably shall be submitted to the relevant CEV institution according to the FIVB/CEV Regulatory Framework, and to the Legal Chamber when such dispute falls within the scope of application of the latter.
- 10.3. Any dispute with the CEV arising from the organization of the CEV competition will be settled before the Arbitration Centre of the Luxembourg Chamber of Commerce, according to the rules of the Arbitration Centre. Neither the CLUB or the ATHLETE nor the CEV nor the NF hereby waives their right to institute any claim, arbitration or litigation, or seek any other form of relief, in any other court or tribunal.

11. ENTIRE AGREEMENT, SEVERABILITY

- 11.1. 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.
- 11.2. 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 shall be in writing.

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

Made in one original electronic copy in 5 pages (signature on Page 5).

NF Commitment

Club Commitment

Athlete Commitment

FOR THE ATHLETE

ATHLETE'S NAME (*in capital letters*) _____

ATHLETE'S SIGNATURE _____
(*In case the ATHLETE is considered as a minor according to the Law of the country of his/her National Federation*)

ATHLETE LEGAL REPRESENTATIVE'S NAME & SIGNATURE _____

Date and Location

FOR THE CLUB

Name and Function of the Club's Representative (duly mandated by its statutes for the signature of this agreement)

Club's Representative Signature

Date and Location

FOR THE NATIONAL FEDERATION

Name of the President and/or Secretary General (printed)

Signature of the President and/or Secretary General

Date and Location
