



FINA REGULATIONS FOR PARTICIPANTS TO FINA EVENTS AND COMPETITIONS

Any and all Participants to the FINA Events shall understand and accept that their participation in the FINA Events and/or Competitions (the “Event”) is subject to the following Terms and Conditions of Participants for FINA Events and Competitions (the “Terms and Conditions”).

“Participants” mean any and all persons participating in the FINA Events in any manner, including but not limited to Athletes, Team Officials, National Federations representatives, Competitors, Teams, Coaches, etc.), from any country, gender and Aquatics discipline.

1. FINA Rules, Regulations and Procedures. The Participants shall be bound by and comply with all FINA Rules (FINA Rules are available on the FINA website: www.fina.org), regulations and procedures, as well as their amendments, applicable in connection with the Event, including the FINA Code of Ethics and the FINA Code of Conduct. The Participants therefore shall to be submitted to such rules, regulations, and procedures and to the jurisdiction of the bodies, which are in charge of applying them or in respect of any issue arising in connection with their participation in the Event.

2. Doping Control Authorisation (applicable to Athletes only). Upon request by FINA, or its authorised designees, the Participants notably shall submit to, and participate in, doping control at any time, before, during or after the Event and fully comply with the FINA Doping Control Rules (“FINA DC Rules”) (FINA DC Rules are available on the FINA website: www.fina.org) as well as the doping control procedures.

3. Use of image, name and likeness. The Participants shall understand and accept that FINA and /or the Event Organising Committee (or any third party acting on behalf or with the authorisation of such aforementioned parties for the purposes contemplated herein) may (i) film, photograph or otherwise record and use their name, likeness, appearance, voice and actions during and in connection with the Event and to use the material thus created in perpetuity and on a worldwide territory by any and all means for the promotion of FINA and any of the FINA events or other FINA activities; (ii) without limitation to the foregoing, broadcast, transmit, publicise, disseminate or otherwise exploit the material thus created in whole or in part, on a live or non-live basis, in any and all media and/or technical support (whether existing at the present time or not) for any purpose linked with the audiovisual coverage of the Event for any and all territories in the world.

Furthermore, the Participants shall understand and accept that any exploitation shall be without charge and without any requirement for further consent, approval or

waiver. The Participants hereby grant a non-exclusive royalty-free licence to the above mentioned parties in respect of any and all rights reasonably required in respect of the exploitation as described above.

In addition, the Participants shall be available during the Event for TV/radio interviews, press photo sessions and press conferences, in front of FINA official backdrop as applicable. The Participants further shall participate upon the FINA's request, in a minimum of one hour per day during the Event in promotional activities linked with the Event. It is understood that their need to rest, train and prepare for competitions during the Event will be respected when requesting their participation.

4. Permission of Photo Use. The Participants agree that FINA or the Event Organising Committee may use their photo, provided as a part of their official entry, for the use on an Event Accreditation Card, as well as for an athlete profile to be offered to any person concerned with, or displayed during the Event or any other FINA event or activity.

5. Declaration of fitness (applicable to Athletes only). The Participants are fully aware and conscious that participation in competitions requires a perfect health condition and a high level of physical fitness. The Participants acknowledge that are personally and solely responsible to ensure that their health is not affected and that the Participants do have the required level of training and fitness to participate in the Event. By participating in the Event, the Participants confirm that they are in a perfect health condition and that the Participants have not received any information, including without limitation, advice by a physician or another person, that their health might be negatively affected or their level of fitness not be sufficient to participate in the Event.

6. Acknowledgement of risks (applicable to Athletes only). The Participants are fully aware and conscious of the potential risks involved in competition activities, be it during training or during the actual Event. The Participants engage in competitive activities, their physical integrity and, in extreme cases, even their life may be endangered. The Participants acknowledge that it is their sole personal responsibility to assess whether any competition or training course, respectively the conditions thereof at the relevant time are too challenging for them.

7. Release of liability. To the fullest extent permitted by the applicable laws, the Participants release FINA, the Host Member Federation, the Event Organising Committee and their respective members, directors, officers, employees, volunteers, partners, contractors and agents as well as any other entities and persons involved with or participating in the Event from any liability (excluding gross negligence and willful misconduct) for any loss, injury, death, damage and costs incurred or suffered in relation to their participation in the Event or related training.

8. Personal Data. In respect of information about the Participants ("Personal Data"), the Participants shall agree: (a) to their Personal Data being collected by FINA and the Event Organising Committee and to such data being stored and used by FINA and the Event Organising Committee (including being stored on the FINA's servers in Europe), and, where necessary, third parties, for the purposes of, and to the extent necessary in relation to, facilitating their participation in, and/or organising, the Event;

(b) to the transfer of their Personal Data to FINA and by them to such third parties, and to the processing of such data and potentially any relevant sensitive personal data (including about unspent criminal convictions), as are necessary for security and other background checks by FINA in order to gain the necessary accreditation for the Event; (c) that FINA and other third parties, including law enforcement and border services agencies, may collect, store, process, share or disclose amongst themselves and with third parties their Personal Data for the purposes of investigating and/or prosecuting breaches of any of the relevant provisions of the FINA Rules, the World Anti-Doping Code and the WADA International Standards (for example, breaches of anti-doping and/or betting rules); (d) to the collection, use and storage of Personal Data and statistics in FINA approved research projects (for example, athlete biographies, questionnaires, filming, measures, medical encounters etc); and (e) to their Personal Data being used in any other way to which the Participants provide their express consent to FINA.

9. Applicable law. The validity and enforcement of the terms and conditions set forth herein, as well as any issue arising out of or in connection thereto shall be governed and construed according to Swiss Law.

10. Jurisdiction of CAS / Dispute Resolution. The Participants shall agree that, after exhaustion of any other procedure set forth in the applicable FINA Rules, **the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland shall have exclusive jurisdiction to finally settle any issue arising out of or in connection with their participation in the Event in each case where such jurisdiction is specifically provided for by the FINA Rules.** The Participants also agree that any dispute or issue which is not to be adjudicated in application of procedures specifically provided for by the FINA Rules, but which arises between the Participants and FINA and/or the Host Member Federation and/or the Event Organising Committee and/or their respective members, directors, officers, employees, volunteers, partners, contractors and agents, including but not limited to claims for damages of either party against the other arising out of occurrences (acts or omissions) linked with their participation to the Event **shall be governed by Swiss Law and shall be exclusively settled by arbitration before the CAS, in accordance with the CAS rules then in effect. The Participants agree that the exclusive jurisdiction of the CAS in any case in which it is given does also apply to provisional measures.**

11. Validity. The terms and conditions set forth above supersede any prior terms and conditions. They shall remain effective for as long as the Participants participate in the Event unless otherwise specified in this Declaration Form. They shall also be binding on their heirs, successors, beneficiaries, next of kin or assigns who might pursue any legal action in connection with the same.

12. Acknowledgement by the Participants. The Participants understand present Terms and Conditions set forth above apply directly to them when participating in the Event, and consequently the Participants agree to be legally bound by them.

13. Minor Participants. Whether a Participant is a minor or not, this will depend on the national laws of the home country of the Participant (according to national laws). The parent/legal guardian of the Minor Participants do consent to his/her participation

in the Event and his/her agreement to be bound by each of these Terms and Conditions identified above. The parent/legal guardian of the minor Participants hereby irrevocably authorise the Team Official of the minor Participant's National Federation to provide the necessary consent where and when required for the minor Participant's participation in any program or matter in connection with the Event. The Participants consent to any medical treatment being administered to the parent/legal guardian of the minor Participants in the case of any injury or illness whilst the participant is in the Event.

14. Acknowledgement by the National Federation. The National Federation of the Athlete Participants shall certify and that the Athlete is a member in good standing of the National Federation and the Athlete Participants fully comply with the FINA Rules on sport nationality (FINA GR 2 ff). **The National Federation is responsible to inform the Athletes Participants about the Terms and Conditions above for the participation of the Participants in the FINA Competitions.**