

WORLD TRIATHLON ATHLETE'S AGREEMENT

The Athlete (as defined below) acknowledges that World Triathlon is the sole world governing body for the sports of Triathlon, Paratriathlon, Duathlon and its related other Multisport world-wide and that World Triathlon is recognised by the IOC and the IPC, is a member of ASOIF, APSO and SportAccord, and the Athlete understands and accepts that taking part in any World Triathlon Event during the 2023 season is conditional upon the acceptance of the following terms and conditions:

1. **WORLD TRIATHLON RULES:** The Athlete acknowledges that he or she has access to and is aware of the World Triathlon Rules through his or her National Federation and the World Triathlon's website: 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 World Triathlon Rules, Codes, Regulations, Guidelines and any CAS decision in force (including but not limited to the World Triathlon Anti-Doping Rules, the World Triathlon Constitution, the World Triathlon Competition Rules and its appendices notably the World Triathlon Uniform Rules, the World Triathlon Event Organisers Manual, the World Triathlon Safeguarding Policy and all other rules applicable to World Triathlon; including the IOC Code against Manipulation of Sport competitions), all issued or in force, provided that the World Triathlon Rules are posted on www.triathlon.org and communicated to all National Federations 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 World Triathlon 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 World Triathlon.
 - 2.2. **Therapeutic Use Exemption (TUE):** If required, the Athlete is responsible for applying for a Therapeutic Use Exemption (TUE) with the World Triathlon or his or her NADO in a timely manner.
 - 2.3. **Anti-Doping Rule Violations:** The Athlete agrees to respect all possible consequences arising from a violation of the World Triathlon Anti-Doping Rules and gives his or her consent to World Triathlon publicly reporting the disposition of any anti-doping rule violation he or she has committed under World Triathlon's jurisdiction pursuant to the World Triathlon Anti-Doping Rules and the WADC.

3. **OBLIGATIONS OF WORLD TRIATHLON:** The Athlete acknowledges that World Triathlon is obliged to prepare the competitions in accordance with World Triathlon Rules and that World Triathlon is doing its best efforts to provide a safe field of play to all athletes competing, being aware that as World Triathlon Events are taking place in changing environments that present different challenges in any location. The World Triathlon or the Local Organising Committee (LOC) is responsible for paying the prize money announced for the World Triathlon Event in accordance with World Triathlon Rules and local legal regulations.
4. **WORLD TRIATHLON PROPERTY:** The Athlete acknowledges that World Triathlon Events are the exclusive property of World Triathlon, which owns all rights associated therewith including, without limitation, the rights to organise, exploit, broadcast and reproduce World Triathlon 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 World Triathlon Event consent to and authorise World Triathlon to use their data for the purpose of the organisation and the management of the competition and the results (including Anti-Doping). All data produced from a World Triathlon Event or link to such event (excluding Anti-Doping and medical data), including the results, are the exclusive property of World Triathlon and may be used commercially by World Triathlon.
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 World Triathlon Event in accordance with the World Triathlon Rules or otherwise.
6. **WORLD TRIATHLON MEDIA:** The Athlete agrees to make its best effort to update his or her Athlete's profile on the World Triathlon website, www.triathlon.org, on a regular basis. The Athlete agrees to participate in pre-race media activities as mutually agreed with World Triathlon 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 World Triathlon Event as requested by World Triathlon 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 World Triathlon 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 World Triathlon Events for the purposes of the international media coverage of the relevant World Triathlon 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 World Triathlon.
 - 7.2. World Triathlon 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 World Triathlon, 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 World Triathlon and/or any Local Organising Committee (LOC) for the purposes of publicising World Triathlon Events and promoting the sport; and
 - b) by official sponsors or other commercial partners of the World Triathlon or the World Triathlon Event on a free of charge worldwide basis for the purpose of promoting their sponsorship of/official relationship with World Triathlon Events.
 - c) provided always that any such use of 7.3.a) and 7.3.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 World Triathlon 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 World Triathlon has available in the World Triathlon 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 World Triathlon and/or World Triathlon Events, apparel and publications provided always that such merchandise is primarily related to the World Triathlon Event itself as opposed to the Athlete personally. However, World Triathlon 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 World Triathlon Event, including those of other athletes competing at the World Triathlon Event, shall be used solely for the Athlete's personal use and non-commercial purposes, unless prior written consent is obtained from World Triathlon. The Athlete further agrees that under no circumstances, throughout the duration of the World Triathlon 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 World Triathlon Event without the express permission of World Triathlon. 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.
- 7.6. The Athlete agrees that his/her image, power, heart rate, watts/kg, height, and related data available through his/her participation in a World Triathlon Event may be broadcast, unless an athlete chooses to opt-out by notifying the race technical official at the time of the briefing. Body metrics may be used, including but not limited to watts/kg, only when using a platform, such as Zwift, which requires exact watts/kg to ensure an even playing field. Additionally, the Athlete agrees that the above-mentioned data may be distributed to and used by third parties for broadcast purposes and subsequent distributions of the broadcast and derivatives thereof.

- 7.7. The Athlete grants to World Triathlon, for the entire term of the Agreement the following:
- a) the exclusive right to record, process, review and publish his/her performance data during any Event that the Athlete attends and any Associated Appearances.
8. **RESTRICTIONS ON ASSOCIATION WITH WORLD TRIATHLON:** 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 World Triathlon or any events conducted by or affiliated with World Triathlon without the prior written permission of World Triathlon.
9. **LIABILITY:** The Athlete agrees to release World Triathlon, the host National Federation, the Local Organising Committee (LOC) 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 World Triathlon Event from any liability, excluding in the case of gross negligence and wilful misconduct, for any loss, injury, damage and costs incurred or suffered in relation to the participation of the Athlete in the World Triathlon 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 World Triathlon and World Triathlon's partners that the Athlete is physically fit and able to compete in World Triathlon Events (including training) without risking serious injury, including permanent paralysis or death.
 - 10.3. The Athlete releases World Triathlon, World Triathlon's partners, their Sponsors, Event Sponsors, Event Organisers, Officials and their respective members, directors, officers, employees, volunteers, contractors and agents, 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 or she shall be responsible for any property that he/she brings to World Triathlon Events and that World Triathlon, the host National Federation, the Local Organising Committee (LOC), World Triathlon'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 World Triathlon shall have no obligation to arrange any insurance connected with his/her participation in World Triathlon 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 (LOC), World Triathlon will make its best efforts, to protect the Athlete's property in the athletes' lounge and transition area.
 - 10.7. The Athlete understands and respects all the measures may be taken by the local health authorities and the event organisers to prevent against any health related risks, including but not limited to Covid-19.

11. **DISPUTE:** The Athlete agrees to that any dispute arising from World Triathlon Rules, which cannot be settled by its existing appeal procedure, as set out in the World Triathlon Competition Rules, shall be settled finally by the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, 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 relevant data protection regulations and the International Standard for the Protection of Privacy and Personal Information ("ISPPPI"), the Athlete agrees and consents to the following.

That:

12.1.2. World Triathlon processes and keeps my personal data in any format, including but not limited to the full name, gender, country, the date of birth, Sport Class, Sport Class Status, category, the address, the email address, the telephone number, the bank account for the purpose of managing competition and compliance with conditions of participation in World Triathlon event, and also for the purpose of communication with World Triathlon. This information will be kept as long as it will be useful to World Triathlon in accordance with the relevant data protection regulations.

12.1.3. World Triathlon publishes on its website my full name, gender, year of birth, country category, Sport Class and Sport Class Status as well as any consequences imposed upon me as a result of an anti-doping rule violation.

12.1.4. World Triathlon may use my personal data through the race entry platform *Race Roster* for commercial purposes.

12.1.5. World Triathlon shares all personal data collected by World Triathlon (excluding the sensitive medical data) with Olympic Channel (IOC) for the purpose of development and use.

12.1.6. World Triathlon collects, keeps and processes with my sensitive medical and health personal data for the purposes of managing competition and compliance with conditions of participation in World Triathlon event and also for the purpose of Para Triathlon and Anti-Doping. This information will be kept as long as it will be useful to World Triathlon in accordance with the relevant data protection regulations.

12.2. **Anti-Doping:** Pursuant to applicable privacy and data protection regulations 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 personal information in the ISPPPI) being collected, stored and retained by World Triathlon 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, including the publication of any

consequences arising as a result of 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 World Triathlon Anti-Doping Rules and the ISPPPI;

The Athlete shall have the right to withdraw his or her consent at any time by expressly informing World Triathlon of the same at 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, the consent of his or her legal guard shall be required for the processing of the Athlete's personal data.

WORLD TRIATHLON Athletes' Agreement

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

https://www.triathlon.org/about/downloads/category/athletes_agreement

- Please tick the box if you **consent** to use your name and your email address to receive email communication from World Triathlon and/or associated Sponsors/Partners for commercial purposes.

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

(Signature of Athlete)

(Date)

Signature of Parent/Guardian (for under the age of 18)